

State and Federal Applications for Renewal of the Trans Alaska Pipeline System

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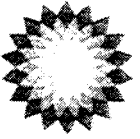
Notice on Revisions

The contents of this electronic file are subject to revision without notice to individual holders. However, revisions will be placed on the TAPS Right-of-Way Renewal web site at www.tapsrow.com. Please visit the web site to ensure that you have the current version.



bp

Albert N. Bolea
President



RECEIVED
JOINT PIPELINE OFFICE

01 MAY -2 AM 10:05

APR 30 2001

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Commissioner
Alaska Department of Natural Resources
400 Willoughby Avenue
Juneau, Alaska 99801

Mr. William G. Britt, Jr.
State Pipeline Coordinator
411 West 4th Avenue, Suite 2
Anchorage, Alaska 99501

Re: Renewal Of TAPS Lease And Associated Rights

BP Pipelines (Alaska) Inc. ("BP Pipelines") owns an undivided interest in the May 3, 1974 Right-of-Way Lease for the Trans-Alaska Pipeline ("TAPS Lease") and other rights associated with the TAPS Lease ("Associated Rights"). The TAPS Lease provides that it will (and accordingly the Associated Rights will) remain in full force and effect until 12:00 noon on May 2, 2004, and "[t]he Commissioner shall renew the Lease [and Associated Rights] . . . so long as the Pipeline is in commercial operation and the Lessees are in full compliance with State law, including but not limited to State law pertaining to regulation and taxation of the Pipeline." TAPS Lease §2(c).

BP Pipelines, in coordination with the other undivided interest owners of the TAPS Lease and Associated Rights ("Other TAPS Owners"), applies for renewal of the TAPS Lease and Associated Rights. See Line Lists at Tab 1A-1C in Volume 2. BP Pipelines seeks renewal of the TAPS Lease and Associated Rights for the maximum period authorized by law on the same terms as those set out in the TAPS Lease and Associated Rights.

Included with this application are materials to assist you in making your renewal determination. See the Right-of-Way Leasing Act at AS 38.35.110 and the Pipeline Right-of-Way Leasing regulations at 11 AAC 80.075. That material includes information (i) pertaining to commercial operations (Commercial Operations Tab of this Volume) and compliance with State law and lease terms (Compliance Tab of this Volume) and (ii) provided to the Bureau of Land Management in conjunction with renewal of the Federal Agreement and Grant of Right-of-Way for the Trans-Alaska Pipeline (Federal ROW Renewal Application Submittal Tab of this Volume and Vols. 2 and 3).

As you know, BP Pipelines and the Other TAPS Owners have established a Right-of-Way Renewal Team to work with the State of Alaska, the Federal Government, and stakeholders in renewing the TAPS Owners' rights. W. Steven Jones, Project Manager of the TAPS Right-of-Way Renewal Team, will serve as our contact on Right-of-Way Renewal matters. Please direct all correspondence and notifications to W. Steven Jones.

Regards,

BP Pipelines (Alaska) Inc.

Commercial Operation

**TAPS Oil Movements Historical Data
Reporting for December 2000**

The attached operations reports depict TAPS oil movements. Throughout the day, the Operations Control Center at the Valdez Marine Terminal receives data from metering systems that are located at Pump Station 1, Golden Valley Electric Association, Petro Star Valdez Refinery and Valdez Marine Terminal. Every 24 hours the data is compiled and transmitted to Anchorage.

The first page of the attachment, known as the OMH-2A report, shows the daily ending volume (measured in barrels) in the tanks at Pump Station 1, as well as the daily tankage change. The output number (reflected in the "Output" column) either adds or subtracts the tankage change to the total metered volume from the Producers to determine the actual volume which entered the pipeline.

The second page of the attachment, known as the OMH-3C report, shows the daily data pertaining to oil movements at Valdez. It reflects the volume (measured in barrels) that flows through the incoming meters from the pipeline and the volume loaded onto vessels by berth, together with (in the "Valdez Loadings" column) loadings from all berths.

DATE: 01/05/01
DATA FOR DECEMBER, 2000

DATE: 01/05/01									
DATA FOR DECEMBER, 2000									
DATE	TANK 110	TANK 111	PUMP	STATION	HISTORICAL	VALVE	MOVEMENTS	TANK CHG	TANK CHG
01	81,083	77,493	77,493	10,438-	13.7	1,077,102	150,796	1,354-	12 *
02	78,732	75,090	75,090	4,754-	13.7	1,069,638	149,805	991-	
03	64,470	60,792	60,792	28,560-	13.6	1,091,275	157,995	8,190	
W/TOT	74,762	71,125	71,125	14,584-	13.7	3,238,015	152,865	1,948	
W/AVG						1,079,338			
04	38,597	34,977	34,977	51,688-	12.8	1,078,679	147,436	10,559-	
05	37,685	34,256	34,256	1,633-	13.9	1,035,035	154,523	7,087	
06	38,515	34,834	34,834	1,208	14.0	1,036,718	161,621	7,098	
07	39,701	36,206	36,206	2,768	13.9	1,021,124	157,766	3,866-	
08	42,798	39,204	39,204	6,095	14.1	1,028,678	154,044	3,721-	
09	47,790	44,393	44,393	10,181	14.1	1,036,598	161,289	7,245	
10	80,616	77,024	77,024	64,857	14.2	992,541	144,090	17,199-	
W/TOT	46,415	42,985	42,985	4,540	13.9	7,229,373	154,395	1,986-	
W/AVG						1,032,768			
11	94,877	91,928	91,928	29,765	14.2	1,026,109	154,382	10,292	
12	100,145	97,114	97,114	10,454	14.3	1,010,948	155,837	1,455	
13	105,597	102,546	102,546	10,884	14.2	1,022,777	165,208	9,371	
14	81,921	78,625	78,625	47,597-	14.0	1,071,327	154,516	10,692-	
15	64,170	60,671	60,671	36,705-	13.9	1,059,061	160,906	3,610-	
16	51,843	47,501	47,501	26,297-	13.8	1,027,019	147,140	3,766-	
17	54,262	50,840	50,840	6,558	14.0	972,514	145,051	2,089-	
W/TOT	78,859	75,604	75,604	7,420-	14.1	7,189,755	153,291	137	
W/AVG						1,027,108			
18	66,729	63,672	63,672	25,299	13.8	990,285	153,323	8,272	
19	75,036	71,678	71,678	16,312	13.7	997,818	161,198	7,872	
20	91,433	88,105	88,105	32,825	13.8	1,016,125	148,059	13,136-	
21	95,308	92,036	92,036	7,896	13.8	1,037,219	145,115	2,944-	
22	62,156	58,710	58,710	66,588-	13.6	1,096,537	142,962	2,153-	
23	44,005	40,363	40,363	36,478-	13.7	1,069,242	138,237	4,725-	
24	42,030	38,414	38,414	3,924-	13.9	1,038,108	147,156	8,919	
W/TOT	68,109	64,711	64,711	3,623-	13.8	7,245,334	148,007	301	
W/AVG						1,036,048			
25	44,959	41,402	41,402	5,917	13.9	1,034,328	154,881	7,725	
26	60,541	57,030	57,030	31,210	13.9	1,029,775	145,627	9,254-	
27	67,258	63,756	63,756	13,443	13.9	1,042,649	148,916	3,288	
28	82,700	79,250	79,250	30,945	13.8	1,047,764	147,179	1,736-	
29	85,434	81,799	81,799	34,726-	13.8	1,080,561	154,856	7,677	
30	55,111	51,999	51,999	10,825-	14.1	1,076,938	148,878	5,978-	
31	69,064	65,682	65,682	7,306	14.3	1,062,216	143,841	6,037-	
W/TOT	62,197	58,698	58,698	4,896	14.0	7,374,130	149,168	474-	
W/AVG						1,053,447			
W/TOT	64,947	61,528	61,528	1,752-	13.9	32,276,607	151,375	268-	
W/AVG						1,041,181			
W/TOT						365,707,875			
W/AVG						999,202			

RCA Tariff Materials

RCA No. 311Twenty-sixth RevisedSheet No. 10

Canceling

Twenty-fifth RevisedSheet No. 10**BP PIPELINES (ALASKA) INC.****3. RATES**

	<u>From</u>	<u>To</u>	<u>Rates in Dollars and Cents Per Barrel</u>
3.1	Pump Station #1	Valdez Marine Terminal, AK	
	Sadlerochit Petroleum		\$3.40 [I]
	Kuparuk Petroleum		\$3.40 [I]
	Lisburne Petroleum		\$3.40 [I]
	Endicott Petroleum		\$3.40 [I]
3.2	Pump Station #1	Golden Valley Electrical Association	
	Sadlerochit Petroleum		\$1.61
	Kuparuk Petroleum		\$1.61
	Lisburne Petroleum		\$1.61
	Endicott Petroleum		\$1.61
3.3	Pump Station #1	Petro Star Valdez Refinery	
	Sadlerochit Petroleum		\$3.38 [I]
	Kuparuk Petroleum		\$3.38 [I]
	Lisburne Petroleum		\$3.38 [I]
	Endicott Petroleum		\$3.38 [I]

The rates indicated are exclusive of any demurrage or other charges shown in BP Pipelines (Alaska) Inc.'s FERC Tariff and any amounts that BP Pipelines (Alaska) Inc. is required by any law or regulation to collect, including, but not limited to, any amounts to be collected for the Trans Alaska Liability Fund. No gathering service will be performed by this Carrier.

(1) These rates are filed in accordance with and in reliance upon Order No. 41 of the Alaska Public Utilities Commission in Docket No. P-86-2 and Order No. 7 of the Alaska Public Utilities Commission in Docket No. P-86-3, dated October 29, 1993.

Symbol: [I] Denotes an increase

Tariff Advice No. 78-311 Supplement No. 1

Effective Date: January 1, 2001

Issued by: **BP PIPELINES (ALASKA) INC.**

By: _____

G.D.A. Brebner

Title: Secretary

CORRECTED NOTICE OF TARIFF FILINGS BY TRANS ALASKA PIPELINE CARRIERS

The REGULATORY COMMISSION OF ALASKA gives notice that each of the seven Trans Alaska Pipeline System (TAPS) carriers has filed tariff revision(s) as listed below. The carriers request an effective date of January 1, 2001, for the filings.

CARRIER	REVISED RATES	QUALITY BANK
Amerada Hess Pipeline Corporation (Amerada)	TL75-300	TL74-300
BP Pipelines (Alaska) Inc. (BP)	TL78-311	TL78-311
Exxon Pipeline Company (Exxon)	TL94-304	TL93-304
Phillips Alaska Pipeline Corporation (Phillips)	TL82-310	TL83-310
Phillips Transportation Alaska, Inc. (PTAI)	TL76-301	TL77-301
Unocal Pipeline Company (Unocal)	TL89-312	TL88-312
Williams Alaska Pipeline Company (WAPCO)	TL74-308	TL75-308

Following is a summary of the presently assessed and the proposed intrastate tariff rates per barrel for general transportation of Sadlerochit, Kuparuk, Lisburne, and Endicott petroleum through the TAPS.

	Prudhoe Bay to North Pole		Prudhoe Bay to Valdez Marine Terminal		Prudhoe Bay to PetroStar Connection at Valdez	
	Present	Proposed	Present	Proposed	Present	Proposed
AMERADA (TL74-300)	\$1.52	\$2.06	\$2.55	\$3.40	\$2.53	\$3.36
BP (TL78-311)	\$1.61	\$1.61	\$2.61	\$3.54	\$2.56	\$3.52
EXXON (TL94-304)	\$1.98	\$2.16	\$3.22	\$3.89	\$3.20	\$3.67
PHILLIPS (TL82-310)	\$1.74	\$2.23	\$2.81	\$3.64	\$2.80	\$3.62
PTAI (TL76-301)	\$1.97	\$2.23	\$3.20	\$3.63	\$3.18	\$3.62
UNOCAL (TL89-312)	\$1.84	\$2.40	\$2.98	\$3.83	\$2.97	\$3.91
WAPCO (TL74-308)	\$1.86	\$2.14	\$3.02	\$3.49	\$3.01	\$3.48

All the carriers propose to decrease the Quality Bank Gravity Differential Value per Barrel from \$0.0194 to \$0.0167 per one-tenth degree API gravity.

Detailed information may be obtained from the TAPS carriers at the following addresses.

Amerade - c/o Albert S. Tabor, Jr., Vinson & Elkins L.L.P.,
2300 First City Tower, 1001 Fannin Street, Houston, TX 77002-8760
PTAI - 700 G Street, Rm 919 Anchorage, AK 99501
BP - 900 East Benson Blvd., P.O. Box 190848, Anchorage, AK 99519-0848
Exxon - P. O. Box 2220, Houston, TX 77252-2220
Williams - Dorsey & Whitney LLP, 1031 W. 4th Ave., Suite 600, Anchorage, AK 99501
Phillips - Guess & Rudd, 510 L Street, Suite 700, Anchorage, AK 99501
Unocal - 909 W. 9th Street, Anchorage AK 99501

The Commission may approve a rate or classification which varies from those proposed. To the extent allowed by law, you may inspect the filings at the Commission's offices at 1016 West Sixth Avenue, Suite 400, Anchorage, Alaska 99501.

To comment on these filings, please file your comments by December 22, 2000, and include a statement that you've filed a copy of the comments with the TAPS carriers. If you need a special accommodation to make your comments, please contact Georgann Joy at 263-2107/TTY: 276-4533 by December 15, 2000.

DATED at Anchorage, Alaska, this 14th day of December, 2000.

REGULATORY COMMISSION OF ALASKA


G. Nanette Thompson
Chair

FERC Tariff Materials

F.E.R.C. No. 25

(Issued in lieu of F.E.R.C. No. 24 which was withdrawn.)

(Cancels F.E.R.C. No. 21)

BP PIPELINES (ALASKA) INC.

LOCAL TARIFF

Applying on the Transportation of Petroleum by BP Pipelines (Alaska) Inc. through the Trans Alaska Pipeline System and Loading on Vessels Bound for Destinations Outside Alaska.

FROM	TO	RATE IN DOLLARS AND CENTS PER BARREL OF 42 U.S. GALLONS
Pump Station #1	Ship's Rail at Valdez Marine Terminal, Valdez, AK	\$ 3.40 [I]

Note: Petroleum is defined as any petroleum delivered to CARRIER at Pump Station #1 from either Prudhoe Bay Unit through Skid 50, Kuparuk Transportation Company, Lisburne Production Center, or the Endicott Pipeline Company.

The movements cited above are subject to the Rules and Regulations in BP Pipelines (Alaska) Inc.'s F.E.R.C. No. 17, supplements thereto or successive issues thereof. In addition, the rate indicated above is exclusive of any penalties or other charges shown in F.E.R.C. No. 17, supplements thereto or successive issues thereof and any amounts required by any applicable law or regulation to be collected including but not limited to the amounts to be collected for the Trans Alaska Pipeline Liability Fund.

Pursuant to the Pumpability Settlement Agreement, which as been approved by the Federal Energy Regulatory Commission in Docket Nos. IS92-3-000, et.al. and OR92-5-000, the Pumpability Factors for all Alaska North Slope Petroleums are set at 1.0.

GATHERING RATE: - The rate indicated above covers transportation by trunk line only and no gathering service will be performed under this tariff. Governed, except as otherwise provided herein, by Rules and Regulations shown in BP Pipelines (Alaska) Inc. F.E.R.C. No. 17, supplements thereto or successive issues thereof.

The provisions published herein will, if effective, not result in an effect on the quality of the human environment.

SPECIAL PERMISSION REQUESTED

Issued on 3 days notice under authority of 18 C.F.R. § 341.14. This tariff publication is conditionally accepted subject to refund pending a 30-day review period.

This tariff is under the authority of the Order of the Federal Energy Regulatory Commission Approving Settlement, Granting Application, Affirming Initial Decision, and Terminating Dockets issued June 27, 1986, in Docket Nos. OR78-1 and IS84-13-000.

ISSUED: DECEMBER 28, 2000

EFFECTIVE: JANUARY 1, 2001

Symbols: [I] Increase

[W] Change in wording only

[W]

Issued by

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BP PIPELINES (ALASKA) INC.

LOCAL TARIFF

Containing

RULES AND REGULATIONS

For the Transportation of

PETROLEUM

**Through the Trans Alaska Pipeline System and
Loading Into Marine Vessels at Valdez, Alaska**

Rules and Regulations published herein apply only under tariffs making specific reference by number to this tariff; such reference will include supplements hereto and successive issues hereof.

The provisions published herein will, if effective, not result in an effect on the quality of the human environment.

ISSUED: December 1, 2000

EFFECTIVE: January 1, 2001

Issuing officer:

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ITEM

NO.

SUBJECT

RULES AND REGULATIONS

5-A

Definitions

[R4]

"Actual Arrival Time" as herein used means the time, according to Valdez, Alaska local time, that a Vessel, after entering the Prince William Sound Vessel Traffic Service Area or an area subsequently designated by the Carrier communicates to the Carrier's Operating Agent its readiness to commence loading.

"API" as herein used means American Petroleum Institute.

"API Gravity" as herein used means gravity determined in accordance with ASTM Designation D-287-67 (API 2544) or latest revision thereof.

"ASTM" as herein used means American Society for Testing Materials.

"Available Throughput Capability" as used herein means the difference, if any, between the Estimated Throughput Capability and the total Nominations that Carrier has accepted as of the time Available Throughput Capability is determined.

"Barrel" as herein used means forty-two (42) U.S. gallons at sixty degrees (60°) Fahrenheit and atmospheric pressure.

"Carrier" as herein used means and refers to BP Pipelines (Alaska) Inc. and/or other pipeline companies which may, by proper concurrence, be parties to joint tariffs incorporating these rules and regulations by specific reference.

"Carrier's Working Capacity" as used herein means Working Capacity multiplied by the Carrier's percentage of undivided interest ownership in the Terminal.

"Carrier's Working Inventory" as used herein means the volume of Petroleum in the custody of the Carrier that constitutes a part of Working Inventory at any given time.

"Consignee" as herein used means anyone to whom Petroleum transported under this tariff is consigned to when delivered out of the System.

"Day" as herein used means the period of time commencing at 0000 hours on one day and running until 2400 hours the same day according to Valdez, Alaska, local time.

"Deadline for Initial Nominations" as used herein means a time that the Carrier will designate as described in part 1. of paragraph (B) of Item 55.

ITEM	SUBJECT	RULES AND REGULATIONS
NO.	Definitions (continued)	<p data-bbox="651 174 1406 279">“Estimated Throughput Capability” as used herein means the throughput capability in the System that is available to the Carrier to provide transportation in accordance with the terms of this tariff.</p> <p data-bbox="651 317 1406 422">“Initial Nomination” as used herein means a Nomination for the coming Month that the Carrier receives from a prospective Shipper by the Deadline for Initial Nominations for such month.</p> <p data-bbox="651 459 1406 564">“Lifting Schedule” as herein used means the schedule of Vessels expected to call at the Terminal prepared by the Carrier’s Operating Agent.</p> <p data-bbox="651 602 1406 707">“Month” as herein used means a calendar month commencing at 0000 hours on the first day thereof and running until 2400 hours on the last day thereof per Valdez, Alaska, local time.</p> <p data-bbox="651 745 1406 850">“Nomination” as used herein means a request by a prospective Shipper for transportation in accordance with the terms of this tariff.</p> <p data-bbox="651 888 1406 993">“100 Barrel-Mile Deliveries” as herein used means the number of Barrels of Petroleum delivered out of the System multiplied by the number of miles each such Barrel was transported, divided by 100.</p> <p data-bbox="651 1031 1406 1136">“Operating Agent” as herein used means the agent engaged by the Carrier to perform the physical operation and maintenance of Carrier’s interest in facilities through which Petroleum is moved under the provisions of this tariff.</p> <p data-bbox="651 1173 1406 1278">“Operating Agent Business Day” as used herein means a regularly scheduled work Day for the Operating Agent’s scheduling department.</p> <p data-bbox="651 1316 1406 1421">“Petroleum” as herein used means unrefined liquid hydrocarbons including gas liquids.</p> <p data-bbox="651 1459 1406 1564">“Petroleum Fill Requirement” as herein used means the quantity of Petroleum in Barrels supplied by Shipper under Item 100 hereof.</p> <p data-bbox="651 1602 1406 1707">“Pipeline Scheduling Deadline” as used herein means 2400 hours on the 15th Day of the Month prior to the Month for which the Nomination is to be effective, or, if the 15th Day is not an Operating Agent Business Day, 2400 hours on the first Operating Agent Business Day thereafter.</p> <p data-bbox="651 1745 1406 1843">“Port Information Manual” means the manual governing the characteristics, required equipment and operation of vessels arriving to lift Petroleum at Valdez. Copies of the Port Information Manual are available upon written request.</p>

ITEM	SUBJECT	RULES AND REGULATIONS
NO.	Definitions (continued)	
5-A		<p data-bbox="654 184 1354 243">"Revised Nomination" as used herein means a Nomination the Carrier receives after the Pipeline Scheduling Deadline.</p> <p data-bbox="654 323 1398 415">"Scheduled Arrival Day" as herein used means the Day, stated in a Lifting Schedule, that a vessel is scheduled to enter the Prince William Sound Vessel Traffic Service Area.</p> <p data-bbox="654 457 1398 588">"Shipment" as herein used means transportation by the Carrier of a stated quantity of Petroleum from a specified origin or origins to a specified destination, or destinations, in accordance with these rules and regulations.</p> <p data-bbox="654 630 1349 722">"Shipper" as used herein means a party that nominates and thereafter actually delivers Petroleum for transportation by the Carrier under the terms of this tariff.</p> <p data-bbox="654 764 1370 894">"Supplemental Nomination" as used herein means a Nomination that the Carrier receives from a prospective Shipper by the deadline the Carrier sets for the receipt of such Supplemental Nomination.</p> <p data-bbox="654 936 1393 1197">"System" as herein used means a Petroleum pipeline forty-eight inches (48") in diameter extending from a point at or near Prudhoe Bay to a point near Valdez, Alaska, together with suitable pump stations, tankage, docks, communications facilities, and other related facilities, equipment and appurtenances including facilities associated with the holding of Petroleum for delivery to Vessels and associated with such delivery, in which the Carrier owns an undivided interest.</p> <p data-bbox="654 1239 1382 1402">"Terminal" as herein used means the portion of the System consisting of crude oil tankage, tank farm manifolds, tank vent lines, vapor recovery system power generating facilities and other related facilities, equipment and appurtenances located at Valdez, Alaska, in which the Carrier owns an undivided interest.</p> <p data-bbox="654 1444 1365 1537">"Vessel(s)" as herein used means any tanker, tank ship or vessel scheduled to load Petroleum at the Terminal which has been transported under the terms of this tariff.</p> <p data-bbox="654 1579 1398 1709">"Week" or "Weekly" as herein used means seven consecutive days commencing on Monday at 0000 hours and running until 2400 hours the next succeeding Sunday according to Valdez, Alaska, local time.</p>

ITEM	NO.	SUBJECT	RULES AND REGULATIONS
5-A	Definitions	(continued)	<p>“Working Capacity” as herein used means the total capacity of all operational tanks for the handling of Petroleum at the Terminal, pending loading on vessels, between 2’6” above the bottom of the tank shell and 3’9” below the top of the tank shell, less the capacity as determined by the Operating Agent, required to receive the volume of Petroleum which should be moved out of the System to prevent internal pressure in the pipeline from exceeding design limits in the event its operation should be shut down.</p> <p>“Working Inventory” as herein used means the total volume of Petroleum in Working Capacity at any given time.</p>
15-A [R1]	Specifications as to Quality Received		<p>(A) Carrier reserves the right to reject any Petroleum unless:</p> <ul style="list-style-type: none"> (i) it is suitable for refining or use as a fuel and contains no more than thirty-five one-hundredths of 1% (0.35%) by volume of basic sediment and water; (ii) its temperature does not exceed one hundred forty-two degrees (142°) Fahrenheit, provided that Petroleum may be accepted for transportation at any point in the System at a temperature in excess of 142°F but only under such circumstances and during such times as Carrier determines will not result in violation of any design or operating requirement for the System at any point in the System or result in inequities or discrimination as between carriers or Shippers; (iii) its hydrogen sulfide (H₂S) content in solution does not exceed fifty (50) parts per million by weight and it will not result in the combined stream of Petroleum in the System under the custody of the Carrier at any given entry point in the System at any given time exceeding ten (10) parts per million hydrogen sulfide (H₂S) content in solution by weight; and

ITEM	NO.	SUBJECT	RULES AND REGULATIONS
15-A		Specifications as to Quality Received (continued)	<p data-bbox="699 193 1395 262">(iv) its vapor pressure does not exceed the greater of atmospheric pressure or 14.7 psia at receipt temperature.</p> <p data-bbox="638 296 1395 430">In calculating the combined stream of Petroleum at any given point in the System under the custody of the Carrier, only Petroleum received into the System by the Carrier at that point and all points upstream shall be considered.</p> <p data-bbox="638 464 1395 737">(B) Petroleum will not be accepted by the Carrier for transportation in the System unless its gravity, viscosity, pour point, vapor pressure and other characteristics are such that it is readily susceptible to safe and efficient transportation through the System and will not materially affect the characteristics of other Petroleum shipments for which adjustments are not or will not be available through the procedure set forth in Item 115, Quality Bank.</p> <p data-bbox="638 770 1395 1010">(C) Carrier may require forty-five (45) days notice from Shipper before accepting Petroleum from a producing reservoir or a procession plant from which Petroleum has not previously been shipped through the System. Such notice shall include a suitable assay of the tendered Petroleum so that the acceptability and a suitable tariff for the transportation of the Petroleum can be determined.</p>
30-A [R1]		Title	<p data-bbox="638 1115 1395 1451">An offer for Shipment of Petroleum shall be deemed a warranty of title by the party making the offer. The Carrier may, in the absence of adequate security, decline to receive any Petroleum which is in litigation, or as to which a dispute over title may exist, or which is encumbered by any lien. By offering Petroleum, the offeror warrants and guarantees that it has good title thereto and agrees to hold the Carrier harmless from any and all loss, cost, liability, damage and/or expense resulting from disputes, encumbrances, or failure of title thereto. Acceptance for transportation shall not be deemed a representation by the Carrier as to title.</p>

ITEM		SUBJECT	RULES AND REGULATIONS
45-A [R4]	Scheduling and Use of Terminal, and Penalty Provisions		<p>(A) Any Shipper expecting to commence lifting at the Terminal for the first time shall provide a one-Week notice prior to submitting the four-Week schedule required by this section. In addition to the requirements imposed by the immediately preceding sentence, each Shipper will advise Carrier of the schedule of Vessels it expects to call at the Terminal during the ensuing four-Week period, specifying for each Vessel scheduled for the first Week of such four-Week schedule and, to the extent possible, for the last three Weeks, the volume to be lifted, name, Scheduled Arrival Day, and such other information as required by the Port Information Manual.</p> <p>(B) The Operating Agent will coordinate the lifting schedules for all Shippers lifting Petroleum at the Terminal. Any conflicts in the lifting schedule will be resolved equitably and in furtherance of the most efficient operation of the System. After resolution of any conflicts, the resulting Lifting Schedule will be provided to each Shipper.</p> <p>(C) Changes or Vessel substitution may be made to the lifting schedule by any Shipper upon written notice delivered to the Carrier at least seven (7) Days in advance of a scheduled lifting. Changes on less than seven (7) Days written notice may only be made provided such changes or Vessel substitution will not adversely affect any other Shipper's scheduled liftings, unless such other Shipper's prior written consent is obtained, and the changes or substituted Vessel complies with the Port Information Manual.</p> <p>(D) When a revision or change is made to the Lifting Schedule, the Carrier, or its Operating Agent, will promptly notify all affected Shippers of the revised Lifting Schedule and the effective date of the revision.</p>

ITEM		
NO.	SUBJECT	RULES AND REGULATIONS
45-A	Scheduling and Use of Terminal, and Penalty Provisions (continued)	<p>(E) If, at the beginning of any Day, the aggregate Working Inventory in the Terminal is equal to or greater than 75% of Working Capacity and the Carrier's share of Working Inventory is in excess of the Carrier's Working Capacity, each Surplus Shipper, as that term is hereinafter defined, shall be charged a penalty consisting of such Surplus Shipper's proportion (calculated as described below) of the product obtained by multiplying twenty (20) cents by the number of Barrels by which Carrier's Working Inventory exceeds the Carrier's Working Capacity at the beginning of the Day for which the penalty is levied. Such proportion shall be the ratio that such Surplus Shipper's share of such excess on such Day bears to the total amount of such excess on such Day.</p> <p>For purposes of this Paragraph E:</p> <ol style="list-style-type: none"> (1) A Surplus Shipper is a Shipper that has a volume of Petroleum in the Terminal in the custody of the Carrier at the beginning of the Day for which the penalty is levied that exceeds such Shipper's Tankage Entitlement; (2) A Shipper's Tankage Entitlement is equal to the total number of Barrels of tankage capacity comprising the Carrier's Working Capacity multiplied by such Shipper's Delivery Percentage; and (3) A Shipper's Delivery Percentage is the ratio (expressed as a percentage) that the aggregate number of Barrels of that Shipper's Petroleum in the custody of the Carrier on the Day for which the penalty is levied and that were delivered into the Terminal during the seven Days preceding such Day bears to the total number of Barrels of all Shippers' Petroleum in the custody of the Carrier in the Terminal on that Day and that were so delivered during such period.

ITEM	NO.	SUBJECT	RULES AND REGULATIONS
45-A	Scheduling and Use of Terminal, and Penalty Provisions (continued)		<p>(F) In calculating the penalty under Paragraph E, the number of excess Barrels at the beginning of any Day shall be reduced by:</p> <ul style="list-style-type: none"> (1) The number of Barrels of the Carrier's Working Inventory scheduled to be lifted by a Vessel which has established an Actual Arrival Time at the beginning of any Day the penalty is applied but is unable to dock because the passage through Prince William Sound or Valdez Arm is closed to shipping due to an event or condition not within the control of the Carrier, and; (2) The number of Barrels of the Carrier's Working Inventory scheduled to be lifted by a Vessel which has docked but is unable to lift at the beginning of any Day due to any act or omission of the Carrier's Operating Agent or due to any local event or condition of general application not within the control of the Carrier's Operating Agent or any person responsible for the operation or control of such Vessel which does or would prevent all Vessels from loading. <p>(G) Each Vessel shall dock when and as instructed by the Carrier, or its Operating Agent. If any Vessel is unable to dock when instructed, the next Vessel waiting to be docked shall be docked based on the order of dock assignment until the Vessel that was unable to dock is able to dock. Vessels shall be assigned dock space by Carrier, or its Operating Agent, in the order of the Actual Arrival Time, provided, however, that adequate and appropriate inventories designated for lifting by such Vessel have been established, and in the Operating Agent's prudent judgment will optimize System delivery.</p>

ITEM	<u>SUBJECT</u>	<u>RULES AND REGULATIONS</u>
<u>NO.</u>		
45-A	Scheduling and Use of Terminal, and Penalty Provisions (continued)	<p>(H) After a Vessel has been docked, it shall be allowed twenty-four (24) hours, if the Vessel is of two hundred twenty-five thousand (225,000) dead weight tons or less, or thirty (30) hours, if the Vessel is of greater than two hundred twenty-five thousand (225,000) dead weight tons, from the time that Carrier or its Operating Agent gives notice of readiness to commence either loading or deballasting within which to complete its lifting and to release its last line from a mooring point at the dock. If any Vessel fails to release its last mooring line before a specified departure time contained in a notice from Carrier or its Operating Agent, (which specified departure time shall not be earlier than the end of such twenty-four (24) hour or thirty (30) hour period, nor earlier than four (4) hours after Carrier or its Operating Agent transmits such notice to the Vessel), the Shipper scheduling such Vessel shall thereafter pay a penalty of Two Thousand Dollars (\$2,000) for each hour or part thereof that such Vessel remains at the dock, while such dock is required to load another Vessel which has established an Actual Arrival Time. Any delay due to any act or omission of the Carrier or its Operating Agent or a local event or condition of general application (except mechanical equipment malfunction on the Vessel) not within the control of the Carrier or its Operating Agent or any other person responsible for the operation or control of such Vessel which act, event or condition prevents the Vessel from vacating the dock shall be added to the time until a Vessel is required to vacate the dock.</p> <p>(I) If, at the beginning of any Day, the sum of the total number of Barrels of Shipper's Petroleum in Carrier's Working Inventory plus Shipper's share of the Petroleum Fill Requirement divided by Shipper's share of the Petroleum Fill Requirement is greater than the number five (5) and is or has been greater than the number five (5) for the preceding twenty (20) Days, then Shipper shall be charged on each such Day (in this Item 45(I) hereinafter called "Relevant Day") a sum equal to the product obtained by multiplying twenty (20) cents by the total number of Barrels of Shipper's Petroleum in Carrier's Working Inventory on the Relevant Day.</p>

ITEM	SUBJECT	RULES AND REGULATIONS
55-B [R6]	Scheduling of Pipeline and Apportionment of Throughput Capability	<p data-bbox="649 231 1153 262">(A) General Requirements for Nominations:</p> <ol style="list-style-type: none"> <li data-bbox="706 304 1388 504">1. Nominations will be received and considered for acceptance if they conform in full to the terms of this tariff. Nominations shall be addressed to Oil Movements Coordinator, BP Pipelines (Alaska) Inc. P.O. Box 190848, Anchorage, Alaska 99519-0848, fax number (907) 564-5570, with confirmation number (907) 564-5870. <li data-bbox="706 546 1388 1018">2. Each Nomination must be in writing and include the information reflected in items a. through d. for each proposed Shipment: <ol style="list-style-type: none"> <li data-bbox="722 682 1339 745">a. the period for which the proposed Shipment is being nominated; <li data-bbox="722 787 1380 850">b. the total volume for delivery during such period and the volume in Barrels per Day; <li data-bbox="722 892 1396 955">c. the connection from which the proposed Shipment would originate; and <li data-bbox="722 997 1218 1018">d. the destination of the proposed Shipment. <p data-bbox="706 1060 1356 1123">In addition, each Nomination must make the statements in items e. and f:</p> <ol style="list-style-type: none"> <li data-bbox="722 1165 1404 1228">e. <Prospective Shipper name> has title to all the Petroleum hereby nominated. <li data-bbox="722 1270 1356 1354">f. None of the Petroleum hereby nominated is currently nominated or accepted for transportation by any other carrier, whether provisionally or otherwise. <li data-bbox="706 1396 1307 1491">3. The Carrier reserves the right when accepting and prorating Nominations to revise, reduce or reject a Nomination if: <ol style="list-style-type: none"> <li data-bbox="722 1533 1396 1659">a. the Carrier believes that the prospective Shipper does not have title to the Petroleum being nominated, or the Petroleum nominated is currently nominated to or accepted for transportation by another carrier; <li data-bbox="722 1669 1323 1732">b. the prospective Shipper has previously withdrawn accepted Nominations from the Carrier; or <li data-bbox="722 1743 1372 1795">c. the prospective Shipper has failed to make payment of lawful charges related to previous Shipments.

ITEM

NO.

SUBJECT

RULES AND REGULATIONS

55-B

Scheduling of
Pipeline and
Apportionment of
Throughput
Capability
(continued)

4. A prospective Shipper may not nominate the same Barrels of Petroleum to the Carrier and to another carrier. If, as of the Pipeline Scheduling Deadline, the Operating Agent determines that a prospective Shipper has nominated to another carrier Barrels that Carrier has accepted for the coming Month, the Carrier will reduce such prospective Shipper's Nomination to the Carrier by the number of Barrels that Carrier accepted that were also nominated to another carrier.

5. No party shall deliver to the System Petroleum that has not been nominated to and accepted by the Carrier or another carrier. If, as of the Pipeline Scheduling Deadline, there is Petroleum scheduled to be delivered to the System in the coming Month that has not been nominated to and accepted by the Carrier or another carrier, the Operating Agent will notify the owner of such Petroleum at least one Operating Agent Business Day before the deadline for nominating such Petroleum to the Carrier or another carrier. If, notwithstanding the Operating Agent's notice, the Petroleum is not nominated, but is delivered to the Pipeline, such Petroleum shall be deemed to be the property of the Carrier and the other carriers.

(B) Scheduling, Acceptance and Prorating of Initial and Supplemental Nominations

1. By the first Operating Agent Business Day of each Month, the Carrier will notify prospective Shippers of its Estimated Throughput Capability and the Deadline for Initial Nominations, which shall be no earlier than five Days after the date of such notice. Any prospective Shipper seeking such information may obtain it upon request to Carrier's Oil Movements Coordinator identified in Section (A) 1. herein.

2. If the total of the Initial Nominations received is less than the Carrier's Estimated Throughput Capability for the coming Month, all Initial Nominations will be accepted in full. If, on the other hand, the total of the Initial Nominations exceeds the Carrier's Estimated Throughput Capability for the coming Month, such Estimated Throughput Capability will be prorated among all prospective Shippers in the proportion that each Shipper's Initial Nominations bear to the total of all Initial Nominations.

ITEM	SUBJECT	RULES AND REGULATIONS
55-B	Scheduling of Pipeline and Apportionment of Throughput Capability (continued)	<p>3. If, after the Deadline for Initial Nominations, the Carrier has Available Throughput Capability, the Carrier will advise all prospective Shippers of such Available Throughput Capability and request Supplemental Nominations for the Available Throughput Capability. The Carrier may, at its discretion, perform one or more rounds of Supplemental Nominations. For each such round, the Carrier will set a deadline by which a prospective Shipper must submit Supplemental Nominations. If the total of the Supplemental Nominations for any round is less than the Carrier's Available Throughput Capability, such Supplemental Nominations will be accepted in full. If the total of the Supplemental Nominations for any round exceeds the Available Throughput Capability, such Available Throughput Capability will be prorated among all prospective Shippers in the proportion that each prospective Shipper's Supplemental Nominations for that round bear to the total of all Supplemental Nominations for that round. If, after the deadline (or, in the case of multiple rounds of Supplemental Nominations, the last such deadline) for the receipt of Supplemental Nominations, the Carrier has Available Throughput Capability, the Carrier will accept Nominations for such Available Throughput Capability on a first-come, first-served basis.</p> <p>4. A Revised Nomination that increases the total number of Barrels nominated to the Carrier will be effective at 0000 hours on the latter of:</p> <ul style="list-style-type: none"> a. the Day the prospective Shipper proposes in its Revised Nomination; b. a Day that begins after four Operating Agent Business Days have elapsed since the Carrier accepted the Revised Nomination; and c. the Day the Operating Agent determines that the additional Barrels are not nominated to another carrier. <p>5. A Revised Nomination that decreases the total number of Barrels nominated to the Carrier will be effective at 0000 hours on the latter of:</p> <ul style="list-style-type: none"> a. the Day the prospective Shipper proposes in its Revised Nomination; b. a Day that begins after six Operating Agent Business Days have elapsed since the Carrier accepted the Revised Nomination; and c. the Day the Operating Agent determines that the Barrels the prospective Shipper proposes not to tender to the Carrier are properly nominated to another carrier.

ITEM	<u>SUBJECT</u>	<u>RULES AND REGULATIONS</u>
55-B	Scheduling of Pipeline and Apportionment of Throughput Capability (continued)	<p>6. When Carrier has accepted the Shipper's Nomination, it will so notify the Shipper and will identify when the Nomination will become effective.</p> <p>7. The Carrier may reject an Initial Nomination for an intrastate movement:</p> <ul style="list-style-type: none"> a. that exceeds 50.0108% of the total Petroleum nominated by such prospective Shipper to all carriers for that specific intrastate movement, or; b. if the Carrier has accepted a Nomination or Nominations for an intrastate movement, that, when added to such accepted Nomination(s), exceeds 50.0108% of the total Petroleum nominated by such prospective Shipper to all carriers for that specific intrastate movement. <p>8. If, after Nominations have been accepted, the Estimated Throughput Capability available to Carrier either increases or otherwise becomes available, the Carrier will advise all prospective Shippers of the deadline for submitting a Nomination for such Available Throughput Capability.</p> <p>9. If, after Nominations have been accepted, the Estimated Throughput Capability available to the Carrier is reduced to an amount that is less than the total of the previously accepted Nominations, such Nominations will be reduced to the proportion that the reduced Estimated Throughput Capability bears to the accepted Nominations.</p> <p>10. On the next successive business day following the closing date for nominations, or as soon thereafter as possible, Carrier will notify each prospective Shipper of the extent to which that prospective Shipper's nomination has been accepted.</p>

ITEM		
<u>NO.</u>	<u>SUBJECT</u>	<u>RULES AND REGULATIONS</u>
95-A [R1]	Charge for TransAlaska Pipeline Liability Fund	As an additional charge, the Carrier or its Operating Agent, shall collect a fee of five cents (5c) per Barrel of Petroleum transported under this tariff and loaded on a Vessel at the Terminal to the extent and in the manner required by Section 204 (c) of Public Law 93-153 (Title 43, U.S.C. Section 1653 (c)) and any regulations issued hereunder, and shall collect any other similar or substitute fee that Carrier or its Operating Agent is required to collect by any duly constituted governmental authority with respect to any transportation or other service performed pursuant to the provisions of this tariff.
105-A [R1]	Rates Applicable to and from Intermediate Points	Petroleum delivered to a point on the System which is not named in this tariff or in tariffs making reference to this tariff but which point is intermediate to a point to which rates are published in this tariff or in tariffs making reference to this tariff, will be assessed the rate in effect to the next more-distant point published in this tariff or in tariffs making reference to this tariff. Petroleum received from a point on the System which is not named in this tariff or in tariffs making reference to this tariff but which point is intermediate to a point from which rates are published in this tariff or in tariffs making reference to this tariff, will be assessed the rate in effect from the next more-distant point published in this tariff or in tariffs making reference to this tariff.

ITEM

NO.

SUBJECT

RULES AND REGULATIONS

115-F

Quality Bank

Cancels

115-E

Quality adjustments - Shippers shall be debited and/or credited for all adjustments as provided for in this Item with respect to all Petroleum shipped. The calculation of Shipper's debits and credits shall be made for each Month as required herein. The credit and debit balances for each accounting shall be adjusted among Shipper and all Shippers in TAPS by collecting funds from those Shippers (including Shipper, if applicable) having debit balances and by thereafter remitting funds collected to the Shippers (including Shipper, if applicable) having credit balances. In the event of delay in collection or inability to collect from one or more Shippers for any reason, only adjustment funds and applicable interest charges actually collected shall be distributed pro rata to Shippers having credit balances. A Monthly accounting shall be rendered to Shipper after the end of each Month.

- (a) Methodology - Shipper authorizes Carrier or its designee to compute adjustments among all Shippers in TAPS for quality differentials arising out of TAPS common stream operation. Shipper agrees to pay Carrier or its designee the adjustment due from Shipper determined in accordance with the procedures set out in this Item.

The procedures for determining quality adjustments among all Shippers are specified in detail in the TAPS Quality Bank Methodology set forth in Carrier's Tariff F.E.R.C. No. 18, supplements thereto, and successive issues thereof, which are incorporated herein by reference.

As prescribed in the TAPS Quality Bank Methodology, at the close of each Month, Carrier or its designated Quality Bank Administrator shall compute adjustments calculated as follows:

1. Pump Station No. 1 Adjustment - An adjustment based on the difference between the Quality Bank Value of Pump Station No. 1 Base Petroleum during a Month and the Quality Bank Value of Petroleum received into TAPS at Pump Station No. 1 for a Shipper during the same Month shall be calculated as follows:

(i) the Quality Bank Value per Barrel of each stream received into TAPS at Pump Station No. 1 during the Month for a Shipper shall be determined by summing the Quality Bank Values of each component of one Barrel of that stream as determined in accordance with the TAPS Quality Bank Methodology.

ITEM

NO.

SUBJECT

RULES AND REGULATIONS

115-F

Quality Bank
(continued)

(ii) the Quality Bank Value per Barrel of the Pump Station No. 1 Base Petroleum for the Month shall be determined by multiplying the Quality Bank Value per Barrel of each stream received into TAPS at Pump Station No. 1 during that Month by the number of Barrels of that stream received into TAPS at Pump Station No. 1 during that Month, summing the products so obtained and dividing the total by the number of Barrels of Petroleum received into TAPS at Pump Station No. 1 during the Month.

(iii) if the Quality Bank Value per Barrel of the Pump Station No. 1 Base Petroleum for any Month is greater than the Quality Bank Value per Barrel of a stream of Petroleum received into TAPS at Pump Station No. 1 during the same Month for a Shipper, such Shipper shall be debited an amount calculated by multiplying such difference by the number of Barrels of such Petroleum received into TAPS for such Shipper at Pump Station No. 1 during that Month.

(iv) if the Quality Bank Value per Barrel of Pump Station No. 1 Base Petroleum for any Month is less than the Quality Bank Value per Barrel of a stream of Petroleum received into TAPS at Pump Station No. 1 during the same Month for a Shipper, such Shipper shall be credited an amount calculated by multiplying such difference by the number of Barrels of such Petroleum received into TAPS for such Shipper at Pump Station No. 1 during that Month.

2. Connection Adjustment - An adjustment based on the difference between the Quality Bank Value of any Connection Base Petroleum during a Month and the Quality Bank Value of a Shipper's Petroleum commingled at that Connection during the same Month shall be calculated as follows:

(i) the Quality Bank Value per Barrel of a Shipper's Petroleum commingled at a Connection during the Month shall be determined by summing the Quality Bank Values of each component of one Barrel of that Petroleum as determined in accordance with the TAPS Quality Bank Methodology.

(ii) the Quality Bank Value per Barrel of any Connection Base Petroleum for the Month shall be the Weighted Average Quality Bank Value of (1) the Petroleum entering TAPS at a Connection during the Month and (2) the Petroleum in TAPS just upstream of the point of entry into TAPS at that Connection during the Month.

ITEM**NO.****SUBJECT****RULES AND REGULATIONS**

115-F

Quality Bank
(continued)

(iii) if the Quality Bank Value per Barrel of any Connection Base Petroleum for any Month is greater than the Quality Bank Value per Barrel of a Shipper's Petroleum commingled at that Connection during the same Month, such Shipper shall be debited an amount calculated by multiplying such difference by the number of Barrels of such Shipper's Petroleum commingled at that Connection during that Month.

(iv) if the Quality Bank Value per Barrel of any Connection Base Petroleum for any Month is less than the Quality Bank Value per Barrel of Shipper's Petroleum commingled at that Connection during the same Month, such Shipper shall be credited an amount calculated by multiplying such difference by the number of Barrels of such Shipper's Petroleum commingled at that Connection during that Month.

3. Valdez Terminal Gravity Adjustment - An Adjustment based on the difference between the Weighted Average Gravity of the Valdez Terminal Base Petroleum and the Weighted Average Gravity of Petroleum received out of the Valdez Terminal by a Shipper shall be calculated as follows:

(i) if the Weighted Average Gravity of the Valdez Terminal Base Petroleum for any Month is greater than the Weighted Average Gravity of Petroleum received out of the Valdez Terminal during the same Month by a Shipper, such Shipper shall be credited an amount calculated by multiplying such difference by the Gravity Differential Value per Barrel and multiplying that total by the number of Barrels of such Petroleum received out of the Valdez Terminal during that Month by such Shipper.

(ii) if the Weighted Average Gravity of the Valdez Terminal Base Petroleum for any Month is less than the Weighted Average Gravity of Petroleum received out of the Valdez Terminal during the same Month by a Shipper, such Shipper shall be debited an amount calculated by multiplying such difference by the Gravity Differential Value Per Barrel and multiplying that total by the number of Barrels of such Petroleum received out of the Valdez Terminal during that Month by such Shipper.

ITEM	SUBJECT	RULES AND REGULATIONS
NO.		
115-F	Quality Bank	(iii) The Gravity Differential Value Per Barrel is
	(continued)	established at \$0.0167 for each one-tenth degree API
		Gravity (0.1° API).
		(b) General Provisions - In addition to the adjustments described in this Item, Shipper agrees to pay Carrier or its designee a per Barrel charge to reimburse Carrier for the costs of administering the adjustments among Shippers under this Item.
		In the event any payment is made to Shipper hereunder and it is subsequently determined by any Federal or state court, administrative agency or other governmental entity having jurisdiction that no other Shipper was liable for the adjustment for which payment was made, Shipper receiving such payment shall upon receipt of an accounting from Carrier return the same to Carrier or its designee. Carrier shall promptly utilize same to reimburse all Shippers who made such payments.
		All payments due from Shipper under this Item shall be made by Shipper within 20 days of receipt of each accounting and, for any delay in payment beyond such 20 day period, shall bear interest calculated at an annual rate equivalent to 125% of the prime rate of interest of Citibank N.A. of New York, New York, on ninety-day loans to substantial and responsible commercial borrowers as of the date of accounting
<u>Explanation of Symbols:</u>		[W] Change in wording only [D] Decrease [R1] Reissued from Supplement No. 1, effective July 1, 1998. [R4] Reissued from Supplement No. 4, effective August 1, 1999. [R6] Reissued from Supplement No. 6, effective January 1, 2000.

Quality Bank Tariff Materials

Supplement No. 1 to F.E.R.C. No. 52 (Amerada)
Supplement No. 1 to F.E.R.C. No. 23 (BP)
Supplement No. 1 to F.E.R.C. No. 69 (ExxonMobil)
Supplement No. 1 to F.E.R.C. No. 47 (Phillips)
Supplement No. 1 to F.E.R.C. No. 4 (Phillips Transportation)
Supplement No. 1 to F.E.R.C. No. 206 (Unocal)
Supplement No. 1 to F.E.R.C. No. 4 (Williams)

**AMERADA HESS PIPELINE CORPORATION (AMERADA)
BP PIPELINES (ALASKA) INC. (BP)
EXXONMOBIL PIPELINE COMPANY (EXXONMOBIL)
PHILLIPS ALASKA PIPELINE CORPORATION (PHILLIPS)
PHILLIPS TRANSPORTATION ALASKA, INC. (PHILLIPS TRANSPORTATION)
UNOCAL PIPELINE COMPANY (UNOCAL)
WILLIAMS ALASKA PIPELINE COMPANY, L.L.C. (WILLIAMS)**

LOCAL PIPELINE TARIFF

**CONTAINING THE TAPS
QUALITY BANK METHODOLOGY**

GENERAL APPLICATION

This tariff shall apply only to those tariffs which specifically incorporate this tariff, supplements to this tariff and successive issues hereof, by reference.

SPECIAL PERMISSION REQUESTED

Issued on nine days' notice under authority of 18 C.F.R. § 341.14. This tariff publication is conditionally accepted subject to refund pending a 30-day review period.

NOTICES

[W]

The decreases noted in Attachment 2A are made to comply with this Commission's Order Adopting Contested Settlement in Docket No. OR89-2-007, *et al.*, *Trans Alaska Pipeline System*, 81 F.E.R.C. ¶ 61,319 (1997), and the Alaska Public Utilities Commission's Order Adopting Federal Energy Regulatory Commission Order Approving Contested Settlement in Docket Nos. P-89-1, *et al.*, *In re Formal Complaint of Tesoro Alaska Petroleum Co.*, Order P-89-1(87) (1998).

For rules and regulations other than the TAPS Quality Bank Methodology tariff, see F.E.R.C. No. 41 (Amerada), F.E.R.C. No. 17 (BP), F.E.R.C. No. 6 (ExxonMobil), F.E.R.C. No. 35 (Phillips), F.E.R.C. No. 2 (Phillips Transportation), F.E.R.C. No. 189 (Unocal), F.E.R.C. No. 2 (Williams), supplements thereto and reissues thereof.

The provisions published herein will, if effective, not result in an effect on the quality of the human environment.

ISSUED JANUARY 22, 2001

EFFECTIVE FEBRUARY 1, 2001

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Attachment 2A cancels Attachment 2

ATTACHMENT 2A

COMPONENT UNIT VALUE PRICING BASIS

PROPANE (C₃)

United States Gulf Coast	United States West Coast
Platt's Mt. Belvieu, TX spot quote for Propane.	OPIS's (weekly) Los Angeles delivered spot quote for Propane.

ISOBUTANE (iC₄)

United States Gulf Coast	United States West Coast
Platt's Mt. Belvieu, TX spot quote for Isobutane.	OPIS's (weekly) Los Angeles delivered spot quote for Isobutane.

NORMAL BUTANE (nC₄)

United States Gulf Coast	United States West Coast
Platt's Mt. Belvieu, TX spot quote for Normal Butane.	OPIS's (weekly) Los Angeles delivered spot quote for Normal Butane.

LIGHT STRAIGHT RUN (C₅ - 175°F)

United States Gulf Coast	United States West Coast
Platt's Mt. Belvieu, TX spot quote for Natural Non-Dynegy.	OPIS's (weekly) Bakersfield delivered spot quote for Natural Gasoline.

NAPHTHA (175° - 350°F)

United States Gulf Coast	United States West Coast
Platt's U.S. Gulf Coast spot quote for Waterborne Naphtha.	Platt's U.S. Gulf Coast spot quote for Waterborne Naphtha.

LIGHT DISTILLATE (350° - 450°F)**[D]**

United States Gulf Coast	United States West Coast
Platt's U.S. Gulf Coast spot quote for Waterborne Jet Kerosene 54 less 0.5283 cents per gallon.	Platt's U.S. West Coast spot quote for Waterborne Jet Fuel less 0.5283 cents per gallon.

[D]**HEAVY DISTILLATE (450° - 650°F)****[D]**

United States Gulf Coast	United States West Coast
Platt's U.S. Gulf Coast spot quote for Waterborne No. 2 less 2.1126 cents per gallon.	Platt's U.S. West Coast spot quote for Waterborne Gasoil for October, 1999 less 0.9973 cents per gallon.

GAS OIL (650° - 1050°F)

United States Gulf Coast	United States West Coast
OPIS's U.S. Gulf Coast spot quote for barge High Sulfur VGO.	OPIS's U.S. Gulf Coast spot quote for barge High Sulfur VGO.

RESID (1050°F and Over)**[D]**

United States Gulf Coast	United States West Coast
Platt's U.S. Gulf Coast spot quote for Waterborne No. 6 Fuel Oil 3.0% Sulfur less 4.7534 cents per gallon.	Platt's U.S. West Coast spot quote for Pipeline 380 cst at Los Angeles converted to \$/Bbl using 6.37 Bbl/MT less 4.7534 cents per gallon.

[D]Explanation of symbols:**[D]** Decrease**[W]** Change in wording only

F.E.R.C. No. 52 (Amerada)
(Cancels F.E.R.C. No. 51)
F.E.R.C. No. 23 (BP)
(Cancels F.E.R.C. No. 22)
F.E.R.C. No. 69 (ExxonMobil)
(Cancels F.E.R.C. No. 7)
F.E.R.C. No. 47 (Phillips)
(Cancels F.E.R.C. No. 45)
F.E.R.C. No. 4 (Phillips Transportation)
(Cancels F.E.R.C. No. 19 ARCO Transportation Alaska, Inc. series)
F.E.R.C. No. 206 (Unocal)
(Cancels F.E.R.C. No. 190)
F.E.R.C. No. 4 (Williams)
(Cancels F.E.R.C. No. 30 Mobil Alaska Pipeline Company series)

**AMERADA HESS PIPELINE CORPORATION (AMERADA)
BP PIPELINES (ALASKA) INC. (BP)
EXXONMOBIL PIPELINE COMPANY (EXXONMOBIL)
PHILLIPS ALASKA PIPELINE CORPORATION (PHILLIPS)
PHILLIPS TRANSPORTATION ALASKA, INC. (PHILLIPS TRANSPORTATION)
UNOCAL PIPELINE COMPANY (UNOCAL)
WILLIAMS ALASKA PIPELINE COMPANY, L.L.C. (WILLIAMS)**

LOCAL PIPELINE TARIFF

**CONTAINING THE TAPS
QUALITY BANK METHODOLOGY**

GENERAL APPLICATION

This tariff shall apply only to those tariffs which specifically incorporate this tariff, supplements to this tariff and successive issues hereof, by reference.

SPECIAL PERMISSION REQUESTED

Issued on less than one day's notice under authority of 18 C.F.R. § 341.14. This tariff publication is conditionally accepted subject to refund pending a 30-day review period.

NOTICES

[W] This tariff is issued in part to comply with orders issued by the Regulatory Commission of Alaska ("RCA"), *In re Joint Application of Atlantic Richfield Co. and Phillips Petroleum Co.*, P-00-12(1) (July 26, 2000); *In re Application for Transfer of Certificate*, P-00-08(1) (June 20, 2000).

[W] For rules and regulations other than the TAPS Quality Bank Methodology tariff, see F.E.R.C. No. 41 (Amerada), F.E.R.C. No. 17 (BP), F.E.R.C. No. 6 (ExxonMobil), F.E.R.C. No. 35 (Phillips), F.E.R.C. No. 2 (Phillips Transportation), F.E.R.C. No. 189 (Unocal), F.E.R.C. No. 2 (Williams), supplements thereto and reissues thereof.

The provisions published herein will, if effective, not result in an effect on the quality of the human environment.

ISSUED AUGUST 30, 2000

EFFECTIVE SEPTEMBER 1, 2000

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ATTACHMENT 2 - Component Unit Value Pricing Basis

ATTACHMENT 3 - Example Component Unit Values in \$/Bbl

ATTACHMENT 4 - Example Stream Values in \$/Bbl

ATTACHMENT 5 - Quality Bank Calculation Example

TAPS QUALITY BANK METHODOLOGY

I. GENERAL PROVISIONS

A. Quality Bank Administrator

The TAPS Quality Bank shall be administered by the Quality Bank Administrator, who shall be appointed by the TAPS Carriers, and by those designated by the Quality Bank Administrator to assist the Administrator (hereinafter collectively referred to as the "Quality Bank Administrator").

B. Information Furnished to the State of Alaska

The Quality Bank Administrator shall furnish to the State of Alaska ("State") each month copies of the invoices for Quality Bank adjustments and supporting data sent to each shipper. Such information is furnished to the State based upon the State's representation that it will hold such information in confidence and that such information will be used only by officers or agents of the State in the exercise of the officers' or agents' powers.

II. QUALITY BANK MONETARY ADJUSTMENTS ATTRIBUTABLE TO SHIPMENTS DURING THE TRANSITION PERIOD. This Section is cancelled.

III. QUALITY BANK PROCEDURES

A. Overview

A distillation-based methodology shall be implemented at all Trans Alaska Pipeline System ("TAPS") Quality Banks (other than the TAPS Valdez Marine Terminal Quality Bank).

This methodology for calculation of the TAPS Quality Bank debits and credits is based on valuations of petroleum components. This methodology shall apply to the specific petroleum (as defined in the tariffs) streams identified in Sections III.B, III.C. and III.D. and also shall be applied to any streams tendered to TAPS through a new connection. The Quality Bank value of each petroleum stream shall be the volume-weighted sum of the Quality Bank values of its components. The characteristics and volumes of components for each separate petroleum stream are based on assay information obtained using a defined set of testing procedures as set forth in Section III.F. Quality Bank credits and debits are determined by comparing the Quality Bank value of each petroleum stream to the appropriate calculated TAPS "reference" stream Quality Bank value.

B. Quality Bank Streams at Pump Station No. 1 Quality Bank

1. The TAPS Pump Station No. 1 Quality Bank assesses the following four streams: (1) PBU IPA;¹ (2) Lisburne; (3) Endicott Pipeline; and (4) Kuparuk Pipeline.

2. The Pump Station No. 1 Quality Bank reference stream is the blended common stream leaving Pump Station No. 1. The reference stream Quality Bank value is calculated using the volume weighted average of the four Quality Bank streams identified above plus any streams tendered to TAPS through a new Pump Station No. 1 connection.

C. Quality Bank Streams at GVEA Quality Bank

1. The GVEA Quality Bank streams are the combined [W] Williams and Petro Star refinery return stream delivered to TAPS by the GVEA Pipeline and the passing TAPS common stream at the GVEA offtake point, both of which are measured at the GVEA connection.

¹ PBU IPA is the abbreviation for the Prudhoe Bay Unit Initial Participating Areas.

2. The GVEA Quality Bank reference stream is the blended TAPS stream immediately downstream from the GVEA return stream connection. The reference stream Quality Bank value is calculated using the volume weighted average of the GVEA Quality Bank streams identified above.

D. Quality Bank Streams at Petro Star Valdez Refinery Connection Quality Bank

1. The TAPS Petro Star Valdez Refinery ("PSVR") Connection Quality Bank streams are the refinery return stream delivered to TAPS by Petro Star and the passing TAPS common stream at the PSVR offtake point.

2. The Petro Star Valdez Quality Bank reference stream is the blended TAPS stream immediately downstream from the Petro Star return stream connection. The reference stream Quality Bank value is calculated using the volume weighted average of the two PSVR Quality Bank streams identified above.

E. Methodology for Valdez Tanker Load Out Quality Bank

1. A gravity-based Quality Bank methodology shall be used to determine the TAPS Quality Bank adjustments for volumes loaded out of the TAPS Marine Terminal at Valdez, Alaska.

2. The daily average six month gravity differentials posted for November 1 - April 30 and May 1 - October 31 for California and West Texas Sour crude oils, applicable to the range(s) of gravity which includes the average API gravity of the TAPS commingled stream at Valdez (sometimes referred to as "ANS"), shall be determined. The postings of the following companies shall be used for West Texas Sour crude oils: Amoco Production Company, Chevron Products Company, [W] Exxon Mobil Corporation, and [W] Equiva Trading Company. The postings of the following companies shall be used for California crude oils: [W] Equiva Trading Company, [W] Exxon Mobil Oil Corporation, Union 76 (Tosco Refining Company) and Chevron Products Company. In the event that any of the aforementioned companies is merged or acquired by other companies, sells assets or reorganizes, the postings of any successor companies shall be utilized. As long as at least two companies' gravity differentials are posted in each region (West Texas and California), the postings shall be averaged to determine the gravity differentials for that region.

3. The aforementioned six month average gravity differentials for the specified companies in each region shall be used to derive a simple average West Texas Sour differential and a simple average California differential.

4. The average West Texas Sour differential and the average California differential shall then be weighted by the percentage of ANS which is distributed east of the Rockies (including Puerto Rico and the Virgin Islands) and to the West Coast (including Hawaii), respectively, which percentages shall be determined by averaging for the most recent six-month period for which data are available the percentage distributed to each region as reported by the Maritime Administration of the United States Department of Transportation (or any successor government agency). Volumes exported from the United States shall be excluded from the calculation of the percentages distributed to each region.

5. In the event that ANS is transported by pipeline from the West Coast to destinations east of the Rockies, the weighting of the average differentials shall be adjusted to reflect the percentage of ANS actually distributed to such regions both by vessel and pipeline. If such data regarding the destination of ANS transported by pipeline are not publicly available from the Maritime Administration, or any other government agency, the Quality Bank Administrator shall determine the percentage of ANS distributed to such regions, provided, however, that any shipper may protest such determination by filing a complaint with the Quality Bank Administrator and thereafter filing an appropriate pleading with the FERC and [W] RCA if the complaint is not otherwise resolved.

6. The quality adjustment shall be reviewed each November and May, and shall be adjusted to the nearest hundredth of a cent per one-tenth degree API gravity per barrel whenever the amount of any change in the quality adjustment derived above is at least five (5) percent greater or five (5) percent less than the adjustment then in effect. The effective dates of any such adjustments shall be the following January 1 and July 1 respectively.

7. The quality differential in effect shall be applied to the difference in gravity (in API degrees @ 60° Fahrenheit) between the weighted average gravity of the petroleum delivered out of the Terminal during a calendar month and the weighted average gravity of petroleum received out of the Terminal by an individual shipper during such month.

F. Methodology For Pump Station No. 1, GVEA Connection and PSVR Connection

1. Assay Methodology – Sampling Procedure

Except as specified below, and except for the reference streams, each of the Quality Bank streams listed above (for Pump Station No. 1, GVEA, and PSVR Quality Banks) will be sampled by the Quality Bank Administrator using continuous monthly composite samplers on a flow rate dependent basis, and assays of these continuously collected samples shall be performed monthly by the Quality Bank Administrator.

2. Assay Analysis Procedure

a. Except as specified in paragraph b. below, the assays will include a true boiling point ("TBP") distillation and, as applicable, gas chromatograph analysis of each Quality Bank stream. Specifically, the TBP procedure will employ ASTM 2892 up to 650°F and ASTM 5236 for the 650 to 1050+°F range for the petroleum samples. The light ends (175°F minus) from the petroleum streams will be subject to a gas chromatograph analysis to determine the volumes of the propane ("C3"), Iso-butane ("iC4"), and normal butane ("nC4"), with the light straight run ("LSR") (sometimes referred to as natural gasoline) volume determined by difference between the total of the three components and the measured 175°F minus volume.

b. The specific gravities of C3, iC4, nC4 will be derived from GPA Standard 2145.

3. Assay Data

a. The following volume and quality data will be determined for each stream.

<u>Component</u>	<u>TBP Boiling Range °F</u>	<u>% Vol</u>	<u>Specific Gravity</u>
Propane (C3)		X	X
I-Butane (iC4)		X	X
N-Butane (nC4)		X	X
LSR	C5-175	X	X
Naphtha	175-350	X	X
Light Distillate	350-450	X	X
Heavy Distillate	450-650	X	X
Gas Oil	650-1050	X	X
Resid	1050+	X	X
Full Petroleum Stream			X

b. The total volume must add to 100% and the total component weighted mass must be checked against the mass of the full petroleum stream. These weight balances must be the same within calculation and assay precision. If the assay fails this threshold test of validity, a second assay shall be performed on the sample. An example of assay data required is presented in Attachment 1. These data are the basis for all calculations in this Quality Bank methodology. The Quality Bank operates on a calendar month basis, with the continuous samples retrieved for analysis on the last day of each month.

c. The Quality Bank Administrator shall investigate the validity of a sample if each of the following two tests is met.

(i) If one or more of an individual stream's reported component percentages for a month varies by more than the ranges indicated in the following table as compared to the prior month's assay.

**Variation in % of Stream
Relative to Prior Month**

Component

Propane	± 0.1
I-Butane	± 0.1
N-Butane	± 0.25
LSR	± 0.5
Naphtha	± 1.0
Light Distillate	± 1.0
Heavy Distillate	± 1.0
Gas Oil	± 1.5
Resid	± 1.0

As an example, if a petroleum stream's heavy distillate volume percent is 23% for the prior month, a heavy distillate volume percent less than 22% or greater than 24% (exceeding the $\pm 1\%$ range) shall cause the Quality Bank Administrator to check the second test.

(ii) The second test is whether the volume change in the specific component has resulted in a significant change in the stream's relative value when compared to the prior month's relative value using the prior month's prices. If the change results in a price movement of more than $\pm 15\%$ per barrel, then the sample's validity must be investigated.

(iii) The Quality Bank Administrator shall ascertain from the tendering shipper(s) possible causes for the change in the stream's assay. The Quality Bank Administrator may have a second assay performed for the sample in question. The Quality Bank Administrator may decide that the first assay is valid, that the second assay is valid, or that the sample is invalid.

(iv) Should the Quality Bank Administrator determine that a sample is invalid, the last assay results accepted and used in the Quality Bank for the stream will be used instead of the invalid sample in the Quality Bank calculation.

G. Component Unit Value Procedure

1. Component unit values for the U.S. Gulf Coast and U.S. West Coast will be weighted by the percentage of ANS which is distributed east of the Rockies (including Puerto Rico and the Virgin Islands) and to the West Coast (including Hawaii), respectively. The placement data as reported by the Maritime Administration of the United States Department of Transportation (or any successor government agency), will be updated twice a year (in November and May) based on the most recently available six month history of ANS placements. The effective dates of such updated weighting shall be the following January 1 and July 1 respectively. Volumes exported from the United States shall be excluded from the calculation of the percentages distributed to each region.

2. In the event that ANS is transported by pipeline from the West Coast to destinations east of the Rockies, the price weighting shall be adjusted to reflect the percentage of ANS actually distributed to each region both by vessel and pipeline. If such data regarding the destination of ANS transported by pipeline are not publicly available from the Maritime Administration, or any other government agency, the Quality Bank Administrator shall determine the percentage of ANS distributed to such regions.

3. The product prices used to calculate component unit values are taken from the Platt's Oilgram Price Report ("Platt's") and the Oil Pricing Information Service ("OPIS") as set forth in Attachment 2. Prices will be collected for each day markets are open and published prices are available (each "quote day"). The calculated monthly average price will be the average of each quote day mid-point price for the month. These resulting monthly average prices (adjusted as shown in Attachment 2) are used to calculate component unit values each month.

4. [W] In January of each year the adjustments to the prices for Light Distillate, Heavy Distillate, and Resid shall be revised in accordance with changes in the Nelson-Farrar Index (Operating Indexes Refinery) published in the Oil & Gas Journal, by multiplying the adjustments in effect for the previous year by the ratio of (a) the average of the monthly indexes that are then available for the most recent 12 consecutive months to (b) the average of the monthly indexes for the previous (i.e., one year earlier) 12 consecutive months.

5. a. In the event that one of the product prices listed in Attachment 2 is no longer quoted in one of the two markets (West Coast or Gulf Coast), the price quoted for the product in the remaining market shall be used to value the entire component.

b. If both of the product prices listed in Attachment 2 for a component are no longer quoted or if the specifications or other basis for the remaining quotation(s) is radically altered, the Quality Bank Administrator shall notify the FERC, the [W] RCA and all shippers of this fact and propose an appropriate replacement product price, with explanation and justification. Comments may be filed with the FERC and [W] RCA within thirty days of the filing by the Quality Bank Administrator. If the FERC and [W] RCA take no action within sixty days of the filing, the replacement product price proposed by the Quality Bank Administrator will become effective as of the sixtieth day. [W] For the period between the time that quotation of a product price is discontinued or the specifications or other basis for a quotation is radically altered and the time that the Commissions approve the use of a replacement product price, the Quality Bank Administrator shall use as the unit value of the component in question the unit value for the last month for which a product price was available for such component.

6. For any particular month of Quality Bank calculations, the pricing data for the month of shipment will be used (i.e., the prices are current with the volumes and assay data).

H. Quality Bank Stream Component Calculation Procedure

After all volume, quality, and pricing data are collected, the Quality Bank Administrator will establish quality differentials for each stream identified in Sections III.B., III.C., and III.D.

I. Quality Bank Calculations Procedure

The assay data and calculation procedures required by this Methodology are summarized in the Attachments. The Attachments are for reference purposes only and are not intended to predict the impact of this procedure on any specific petroleum stream or any specific company. In the event of a conflict between the provisions of this Methodology as set forth above and the Attachments, the provisions of this Methodology shall control.

ATTACHMENT 1: Yield Data for Example Streams
 ATTACHMENT 2: Component Unit Value Pricing Basis
 ATTACHMENT 3: Example Component Unit Values in \$/Bbl
 ATTACHMENT 4: Example Stream Values in \$/Bbl
 ATTACHMENT 5: Quality Bank Calculation Example

J. Unanticipated Implementation Issues

This Methodology is intended to contain a comprehensive treatment of the subject matter. However, unanticipated issues concerning implementation of this Methodology may arise. If so, the Quality Bank Administrator is authorized to resolve such issues in accordance with the best understanding of the intent of the FERC and [W] RCA that the Quality Bank Administrator can derive from their orders regarding the Quality Bank methodology. The Quality Bank Administrator's resolution of any such issue shall be final unless and until changed prospectively by orders of the FERC and [W] RCA.

Explanation of Symbols: [W] Change in wording only.

31186 IDOC

ATTACHMENT 1
YIELD DATA FOR EXAMPLE STREAMS

COMPONENT	DEFINITION	STREAM A	STREAM B	STREAM C
	BOILING RANGE (°F)			
PROPANE (C ₃)	---	0.15	0.00	0.10
ISOBUTANE (iC ₄)	---	0.10	0.02	0.40
NORMAL BUTANE (nC ₄)	---	0.50	0.10	2.00
LSR	C5-175	4.50	3.50	6.00
NAPHTHA	175-350	13.50	11.00	5.50
LIGHT DISTILLATE	350-450	9.00	9.00	2.00
HEAVY DISTILLATE	450-650	21.00	22.00	16.00
GAS OIL	650-1050	31.25	30.38	41.00
RESID	1050+	20.00	24.00	27.00
TOTAL		100.00	100.00	100.00
EXAMPLE VOLUME, Thousand Barrels per Month		34,000	9,000	2,500

ATTACHMENT 2

COMPONENT UNIT VALUE PRICING BASIS

PROPANE (C₃)

United States Gulf Coast	United States West Coast
Platt's Mt. Belvieu, TX spot quote for Propane.	OPIS's (weekly) Los Angeles delivered spot quote for Propane.

ISOBUTANE (iC₄)

United States Gulf Coast	United States West Coast
Platt's Mt. Belvieu, TX spot quote for Isobutane.	OPIS's (weekly) Los Angeles delivered spot quote for Isobutane.

NORMAL BUTANE (nC₄)

United States Gulf Coast	United States West Coast
Platt's Mt. Belvieu, TX spot quote for Normal Butane.	OPIS's (weekly) Los Angeles delivered spot quote for Normal Butane.

LIGHT STRAIGHT RUN (C₅ - 175°F)

United States Gulf Coast	United States West Coast
Platt's Mt. Belvieu, TX spot quote for Natural Non-Dynegy.	OPIS's (weekly) Bakersfield delivered spot quote for Natural Gasoline.

NAPHTHA (175° - 350°F)

United States Gulf Coast	United States West Coast
Platt's U.S. Gulf Coast spot quote for Waterborne Naphtha.	Platt's U.S. Gulf Coast spot quote for Waterborne Naphtha.

LIGHT DISTILLATE (350° - 450°F)

United States Gulf Coast	United States West Coast
Platt's U.S. Gulf Coast spot quote for Waterborne Jet Kerosene 54 less 0.4906 cents per gallon.	Platt's U.S. West Coast spot quote for Waterborne Jet Fuel less 0.4906 cents per gallon.

HEAVY DISTILLATE (450° - 650°F)

United States Gulf Coast	United States West Coast
Platt's U.S. Gulf Coast spot quote for Waterborne No. 2 less 1.9620 cents per gallon.	[W] Platt's U.S. West Coast spot quote for Waterborne Gasoil for October, 1999 less 0.9973 cents per gallon. See note below.

GAS OIL (650° - 1050°F)

United States Gulf Coast	United States West Coast
OPIS's U.S. Gulf Coast spot quote for barge High Sulfur VGO.	OPIS's U.S. Gulf Coast spot quote for barge High Sulfur VGO.

RESID (1050°F and Over)

United States Gulf Coast	United States West Coast
Platt's U.S. Gulf Coast spot quote for Waterborne No. 6 Fuel Oil 3.0% Sulfur less 4.4145 cents per gallon.	Platt's U.S. West Coast spot quote for Pipeline 380 cst at Los Angeles converted to \$/Bbl using 6.37 Bbl/MT less 4.4145 cents per gallon.

Explanation of symbols:

[N] New

[W] Change in wording only

[N] Note -- The West Coast Heavy Distillate unit value is effective November 1, 1999 pursuant to the FERC and RCA orders referenced on the cover.

ATTACHMENT 3
EXAMPLE COMPONENT UNIT VALUES IN \$/Bbl

COMPONENT NAME	WEST COAST (\$/Bbl)	GULF COAST (\$/Bbl)	WEIGHTED AVERAGE (\$/Bbl)
Propane (C ₃)	19.7925	15.0442	19.68
Isobutane (iC ₄)	24.1238	18.4333	23.99
Normal Butane (nC ₄)	18.1125	18.4800	18.12
LSR (C ₅ - 175°F)	18.5850	19.5854	18.61
Naphtha (175°F - 350°F)	21.3383	21.3383	21.34
Light Distillate(350°F - 450°F)	25.9817	22.9396	25.91
Heavy Distillate(450°F - 650°F)	23.0000	22.1112	22.98
Gas Oil (650°F - 1050°F)	20.8133	21.8133	20.84
Resid (1050°F and over)	14.6349	15.0000	14.64
WEIGHTING FACTOR	97.71	2.29	

ATTACHMENT 4
EXAMPLE STREAM VALUES IN S/Bbl

COMPONENT NAME	STREAM A	STREAM B	STREAM C
Propane (C3)	0.029520	0.000000	0.019680
Isobutane (iC4)	0.023990	0.004798	0.095960
Normal Butane (nC4)	0.090600	0.018120	0.362400
LSR (C5 - 175°F)	0.837450	0.651350	1.116600
Naphtha (175°F - 350°F)	2.880900	2.347400	1.173700
Light Distillate(350°F - 450°F)	2.331900	2.331900	0.518200
Heavy Distillate(450°F - 650°F)	4.825800	5.055600	3.676800
Gas Oil (650°F - 1050°F)	6.512500	6.331192	8.544400
Resid (1050°F and over)	2.928000	3.513600	3.952800
TOTAL	20.460660	20.253960	19.460540

ATTACHMENT 5
QUALITY BANK CALCULATION EXAMPLE

QUALITY BANK REFERENCE STREAM VALUE CALCULATION

	VOLUME (MBPM)	VALUE (\$/Bbl)	TOTAL VALUE M\$/Month
STREAM A	34,000	20.460660	\$ 695.66
STREAM B	9,000	20.253960	\$ 182.29
STREAM C	2,500	19.460540	\$ 48.65
TOTAL: (REFERENCE STREAM)	45,500	20.364823 ⁽¹⁾	\$ 926.60

(1) Total value divided by total volume.

QUALITY BANK PAYMENT/RECEIPT CALCULATIONS

	<u>DIFFERENTIAL</u> ⁽²⁾	(MBPM)	PAYMENT OR RECEIPT (M\$/Month) ⁽³⁾
STREAM A	0.095837	34,000	\$ 3,258.47
STREAM B	(0.110863)	9,000	\$ (997.76)
STREAM C	(0.904283)	2,500	\$ (2,260.71)

(2) Stream value minus reference value.
(3) Differential times volume.

Compliance

Applicant's Compliance Summary Statement

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Applicant's Compliance Summary Statement

I. Introduction

The Trans-Alaska Pipeline System (TAPS) is owned by six companies who have selected Alyeska Pipeline Service Company (Alyeska) as their common agent for the operation and maintenance of TAPS. Alyeska maintains compliance with the Federal Grant and State Lease requirements and with applicable laws and regulations through the institution of corporate policy, the application of systems and processes, and the employment and training of knowledgeable personnel. Separate and apart from Alyeska's compliance systems, there are numerous state and federal regulatory agencies that work to provide public assurance of compliance with TAPS requirements.

II. Alyeska's Corporate Policy

Alyeska has implemented Corporate Policies that set standards for the actions of employees and contractors working on TAPS. Several of these policies are quoted below.

- Corporate Compliance Policy: "Alyeska Pipeline Service Company employees and its contractors will comply with all applicable laws and regulations, State and Federal Right-of-Way agreements, permits, other binding agency agreements or authorizations and with all our Policies."
- Corporate Environment Policy: "Alyeska Pipeline Service Company employees and its contractors will conduct business in a manner to protect and preserve the spectacular scenic beauty and sensitive ecosystems in which the Trans Alaska Pipeline System operates."
- Corporate Safety and Loss Prevention Policy: "Alyeska Pipeline Service Company will conduct its business in accordance with the highest transportation and petroleum industry safety standards."
- Corporate Employee Code of Conduct Policy: "Alyeska Pipeline Service Company employees and its contractors will conduct business operations in a manner that conforms to the highest ethical, moral and legal principles."

III. Alyeska's Compliance Systems and Processes

Alyeska has a comprehensive collection of systems and processes that provide the framework for the compliance system. A fundamental premise of the program is the expectation and commitment to continuously improve these activities. The primary systems and components include: (a) the Alyeska Integrity Management System (AIMS), (b) the Quality Assurance Program (QA-36), (c) the Corporate Safety Program, (d) the Environmental Management System, (e) the Operations and Maintenance Programs, (f) the Alyeska Regulatory Compliance System (ARCS), (g) the Internal Audit Program, (h) the Training Program, and (i) the Employee Concerns Program.

(a) Alyeska Integrity Management System (AIMS). AIMS is a program used to document and communicate management's expectations for good business practices to be found in Alyeska's systems and processes. It is a tool for assessing the performance of management systems and integrating continuous improvement into those systems. There are several elements in AIMS, one of which is the Compliance Element. This element states: "Full compliance with all applicable regulatory, legal, and company requirements is a commitment of Alyeska Pipeline Service Company. Consequently, changes in laws and regulations must be reflected in facilities and operating practices to ensure ongoing compliance." Regular assessments of the status and effectiveness of systems are an integral part of AIMS.

(b) Quality Assurance Program (QA-36). Alyeska's Quality Assurance Program is for the purpose of preventing, detecting and abating actual or potential conditions adverse to quality. The Alyeska Quality Assurance Program is defined in the Quality Program Manual (QA-36) and attendant implementing procedures. Integral to this program, however, are other Alyeska programs, such as the environment and safety programs and the operations and maintenance-related programs discussed below. The Quality Assurance Program provides the management controls to implement corporate policy, including maintaining the safety and integrity of TAPS as specified in the Right-of-Way Grant and Lease agreements. The Quality Program includes regular assessment and surveillance activities, and tools such as the corrective action report (CARs) and non-conformance report (NCRs) which identify and track quality-related issues to appropriate resolution.

(c) Corporate Safety Program. Alyeska's Corporate Safety Program ensures Alyeska complies with federal, state and corporate requirements for fire, safety, industrial hygiene and health. The Corporate Safety Program utilizes a core manual referred to as SA-38 and knowledgeable personnel in numerous fields along with internal reviews, surveillances and inspections. The safety program at Alyeska is assessed using standard industry measures and safety inspections. In addition, accident and incident investigations are conducted as needed.

(d) Environmental Management System. Alyeska's Environmental Management System is defined in the Alyeska Annual Environmental Management Plan (Annual Business Plan) and the Environmental Management System Compliance Manual (EMS Compliance Manual). The Annual Business Plan is designed to provide for the allocation of personnel and resources to support the APSC Environmental Teams for that year. It includes the general responsibilities of the Environment Team, Alyeska's Environmental Policy and Values and the Strategic, Program and Financial Plans for the current year. The EMS Compliance Manual is a detailed compilation, by program such as air, water, waste and wildlife, of the environmental regulatory requirements applicable to TAPS, an identification of the work required to maintain compliance, and a road-map for the procedures or controls. It is also updated on an annual basis. The Alyeska Environmental Manual (EN-43) provides the details on how to meet state and federal requirements and includes the environmental safe operating procedures to ensure compliance with applicable federal and state requirements, including environmental permits and agency authorizations, and the Grant and Lease.

The Environment Team conducts environmental surveillance activities to support and facilitate the systematic evaluation of compliance with environmental requirements for the operation and maintenance of TAPS. The surveillance activities are performed to provide an accurate and timely assessment of compliance with environmental requirements, as well as the effectiveness of procedures to address the requirements. Environmental surveillances look both at controls (procedures, manuals, training, and systems) as well as point-in-time compliance (verification). Review of environmental performance also includes the performance of the contractors that work on TAPS for Alyeska.

These programs ensure Alyeska complies with applicable environmental stipulations and requirements and minimize environmental issues that could adversely affect health and safety; air and water quality; fish, wildlife and their habitats; and cultural resources.

(e) Operations and Maintenance Programs. There are several programs that provide the framework for the safe operation and maintenance of TAPS. Integral to these programs is the employment of qualified and knowledgeable personnel and the utilization of manuals that contain standards and procedures. The key manuals include: operations manuals for the mainline pipe and the fuel gas line (OM-1 and FG-78); the TAPS Controller Operating Manual (DO-14); the maintenance and repair manual for the right-of-way and the pipeline (MR-48); the Surveillance Manual for the mainline pipe and fuel gas line (MS-31); the System Integrity Monitoring Program Procedures (MP-166); the Maintenance System Manual (MP-167); the Design Basis Manual (DB-180); the TAPS Engineering Manual (PM 2001); the Pipeline Operating Procedures (PL-123); the Pipeline Oil Discharge Prevention and Contingency Plan (CP-35); and the Emergency Contingency Action Plan (EC-71).

A new manual, the Grant and Lease Manual (GL-2), is currently under development. This manual will provide a centralized location for requirements in the Grant and Lease and corresponding implementing processes and procedures.

(f) Alyeska Regulatory Compliance System (ARCS). ARCS is an internal intranet-based system designed to assist management and employees by providing a centralized listing of regulatory requirements applicable to the safe operation, maintenance, and modification of TAPS. It also lists the in-house regulatory specialists (approximately 42) and the implementing methods of compliance, such as the manuals, procedures, and training courses. ARCS is updated, as needed, based on information provided by in-house regulatory specialists.

(g) Internal Audit Program. The TAPS Internal Audit Program provides an objective assessment of TAPS business practices. Alyeska management is charged with ensuring that effective systems of sound financial, operational and management control of the organization are formulated and maintained. Internal Audit is a key part of the control environment as it works to evaluate systems, make recommendations and report on the adequacy and effectiveness of the system of internal control in place for all business activities of the Company.

An up-to-date register of audit opportunities, known as the audit registry, is maintained. Identifiable business activities are included in the register and are assigned an audit cycle of typically 2 to 4 years. Each year an audit plan is prepared, based on the registry and current concerns. The scope and frequency of each audit is determined by the exposure each area represents to TAPS.

The Audit group also serves as a point of contact for audits conducted by the TAPS Owners, public accountants and audits conducted by external agencies, such as the Bureau of Land Management.

(h) Training Program. Alyeska's training program is implemented through the use of computerized databases and knowledgeable training staff. The databases identify and track training requirements and certifications. There are four main categories of training: Regulatory-required, company-directed, technical and developmental. Each year there are approximately 100,000 hours of training provided for Alyeska employees and contractors. Each employee's annual performance is evaluated in part on the completion of the regulatory-required training.

(i) Employee Concerns Program (ECP). ECP is a program designed to give employees and contractors an opportunity to anonymously report safety, compliance and integrity concerns. ECP's duty is to evaluate and investigate the concerns or issues raised. Alyeska encourages and expects all employees to report compliance and safety issues or concerns. Alyeska has created various avenues for this reporting to occur. Alyeska's preference is for employees to raise concerns directly with their supervisors. If for whatever reason the employee is not comfortable doing so they may raise their concerns with other supervisors or managers, executive management, the ECP, or the Joint Pipeline Office.

IV. Alyeska's Knowledgeable Personnel

Alyeska employs personnel with knowledge or expertise in fields relevant to the operation and maintenance of TAPS. For example, there are individuals with knowledge in environmental subject matters areas such as air, water, and waste handling. There are also individuals with knowledge in technical subject matter areas such as valves, pipeline hydraulics and corrosion detection and prevention. These individuals maintain the necessary training and are in regular contact with agency staff and peers in the industry to ensure they are aware of the latest research, technologies or regulations in their field of expertise.

In addition, there are regulatory specialists who are subject matter experts on specific regulations, stipulations, or regulatory requirements Alyeska has committed to follow. A current list of these regulatory specialists is maintained in the Alyeska Regulatory Compliance System database (ARCS). A regulatory specialist is obligated to be the “one voice” or knowledgeable source on his or her assigned regulatory subject matter. As needed, regulatory specialists will call on internal and external sources for assistance when interpreting and applying regulatory requirements.

V. Government Oversight

There are some twenty state and federal regulatory agencies that monitor TAPS on behalf of the public. This results in TAPS being one of the most regulated pipelines in the United States. These agencies monitor ongoing operations, projects and other activities to ensure that pipeline integrity, environmental protection and public safety are achieved and maintained on TAPS.

(a) Joint Pipeline Office. The Joint Pipeline Office (JPO) was created to co-locate and facilitate coordination amongst the various federal and state agencies that regulate TAPS on a day-to-day basis. The lead coordinating agencies in that office are the Alaska Department of Natural Resources (DNR) for the state government and the Bureau of Land Management (BLM) within the Department of Interior for the federal government. The DNR and BLM have system-wide environmental, safety and system integrity compliance accountability to administer the State Lease and Federal Grant. They are also the lead agencies for TAPS Right-of-Way renewal. The DNR and BLM each issues the applicable land related permits and authorizations to Alyeska, as appropriate, for TAPS construction, operations and maintenance activities.

JPO instituted a program known as the Comprehensive Monitoring Program (CMP) as part of its compliance monitoring activities. It provides systematic monitoring of TAPS compliance through the use of periodic and focused surveillances, assessments and formal reports. Part of the CMP process involves the use of field-based JPO staff that on a day-to-day basis review and verify TAPS compliance with state and federal requirements. Some of the other agencies participating in the JPO or separately conducting TAPS oversight are mentioned below.

(b) U.S. Department of Transportation Office of Pipeline Safety (DOT-OPS). DOT-OPS monitors compliance with pipeline safety regulations (both for the mainline and fuel gas line) through the assignment of dedicated personnel. DOT-OPS personnel conduct frequent inspections and system reviews as part of their daily oversight activities. DOT-OPS coordinates closely with JPO agencies on systems integrity and safety issues. DOT-OPS also performs a comprehensive annual inspection as required by the regulations. DOT-OPS and Alyeska staffs maintain open and regular dialogue on compliance issues and the applicability of new or existing regulations. DOT-OPS receives and responds, as appropriate, to accident or safety-related condition reports submitted by Alyeska. The pipeline safety regulations require the operator to develop, maintain and update comprehensive manuals annually covering operations, maintenance, and abnormal and emergency conditions.

(c) Alaska Department of Environmental Conservation (ADEC). ADEC evaluates TAPS compliance through several program components. There are regular inspections of TAPS facilities for ADEC program requirements, such as for ADEC's air, water, and waste programs. ADEC also conducts periodic reviews of the state required oil spill contingency plans for TAPS. ADEC receives and reviews TAPS discharge, emissions and other monitoring reports (monthly or quarterly depending upon the permit). In addition, ADEC evaluates and monitors TAPS compliance as part of its permit acquisition and renewal process, and through the assignment of staff, both within and outside of JPO, dedicated to TAPS compliance. ADEC and Alyeska staffs maintain open and regular dialogue on compliance issues, participate in applicable rule-making processes, and implementation of new or existing regulations that may become applicable to TAPS.

(d) U.S. Environmental Protection Agency (EPA). EPA evaluates TAPS compliance through several program components. There are inspections of facilities for EPA's program requirements such as the NPDES, CAA, RCRA, and TSCA programs. EPA receives and reviews TAPS discharge, emissions and other monitoring reports (monthly, quarterly, semiannually or annually depending upon the permit or regulation). In addition, EPA evaluates and monitors TAPS compliance as part of its permit acquisition and permit renewal processes. EPA and Alyeska staffs maintain open and regular dialogue on compliance issues, participate in applicable rule-making processes, and implementation of new or existing regulations applicable to TAPS. EPA receives and reviews potential deficiencies reported by Alyeska consistent with EPA's policy

regarding self-disclosure. EPA stations a senior environmental specialist with the JPO to help coordinate and provide expertise in oil spill contingency plan review. EPA is also the Federal On-Scene Coordinator of spills along the TAPS mainline.

(e) Alaska Department of Fish and Game (ADF&G) / U.S. Fish and Wildlife (USF&W). ADF&G and USF&W work closely together through interagency reviews and permit pre-application meetings to provide oversight to avoid or minimize TAPS impacts to fish and wildlife, and their habitat. Impact mitigation is provided through permits and routine reviews with Alyeska. In some instances, environmental protection is achieved through special conditions administered under the provisions of the ROW Grant and Lease agreements. ADF&G has additional oversight and involvement through the assignment of one of its staff to the Joint Pipeline Office. Both agencies also actively participate in the review and implementation of the oil spill plans for the pipeline and marine terminal.

(f) Alaska Department of Labor (ADOL), Occupational Safety and Health (AKOSH). The Occupational Safety and Health Section protects Alaska workers from industrial accidents and job-related illness through the enforcement of state and federal standards (on behalf of US-DOL), and by training employers and employees to follow safe and healthful work practices. ADOL assigns staff to JPO for enforcement of the National Electric Code and AKOSH compliance and to monitor worker and public safety. ADOL further provides safety expertise to JPO to help administer safety stipulations of the State Lease and Federal Grant. In this capacity, ADOL/JPO staff conduct frequent safety and electrical inspections as well as investigating related incidents, accidents and events.

(g) Alaska Division of Governmental Coordination (ADGC). ADGC is located in the Office of the Governor and is the lead agency for coordinating the Alaska Coastal Management Program as it relates to TAPS.

(h) Alaska Department of Public Safety, Fire Marshal. The Fire Marshal concentrates its TAPS oversight efforts on fire and life safety inspections. The Fire Marshal provides staff to the JPO to enforce regulatory requirements and to provide expertise to assist JPO in monitoring fire-related stipulations of the State Lease and Federal Grant.

(i) U.S. Coast Guard. The U.S. Coast Guard's mission as it pertains to TAPS is to eliminate environmental damage and obstructions to navigable waters of the United States both inland and on the coast. They also monitor the Tanker Vapor Control System, tanker docking /loading, berth work activities and Prince William Sound tanker traffic.

(j) U. S. Army Corps of Engineers. The U.S. Army Corps of Engineers implements the Clean Water Act requirements governing the placement of dredge and fill materials into waters of the United States. In addition they implement the Rivers and Harbors Act, which governs activities that affect navigation in navigable waters of the United States.

VI. Conclusion

TAPS compliance with the Federal Grant and State Lease requirements and with laws and regulations is maintained through the institution of corporate policy, the application of systems and processes, and the employment and training of knowledgeable personnel. In addition, TAPS policies, systems and processes are regularly evaluated to enhance ongoing compliance. State and federal agencies, on behalf of the public, provide independent day to day oversight and additional assurance of TAPS compliance.

Internal and external independent review of TAPS systems and processes have demonstrated that they have been effective in maintaining compliance with State Lease and Federal Grant requirements. When compliance issues are discovered, TAPS Owners seek to ensure they are properly addressed and resolved. Therefore, TAPS meets the compliance requirement for renewal of the State Lease and Federal Grant of Right-of-Way.

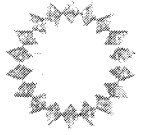
Applicant's State Tax Statement

Applicant is current in all tax filings required under the laws of the State of Alaska, pertaining to Applicant's interest in the "Pipeline," as that term is defined in the Right-of-Way Lease for the Trans-Alaska Pipeline between the State of Alaska and Amerada Hess Corporation, et al., dated May 3, 1974. Such tax filings reside in the records of the relevant taxing authorities.

Federal ROW Renewal Application Submittal



Albert N. Bolea
President



BP Pipelines (Alaska) Inc.
P. O. Box 190848
Anchorage, Alaska 99519
(907) 564-5757

APR 30 2001

Mr. Francis Cherry, Jr.
Alaska State Director
Bureau of Land Management
222 W. 7th Ave., #13
Anchorage, Alaska 99504

Mr. Jerry Brossia
Authorized Officer
Bureau of Land Management
411 West 4th Ave., Suite 2
Anchorage, AK 99501

Re: **Renewal Of TAPS Right-of-Way And Associated Rights**

BP Pipelines (Alaska) Inc. ("BP Pipelines") respectfully seeks renewal of its undivided interest in the January 23, 1974 Agreement and Grant of Right-of-Way for Trans-Alaska Pipeline ("Federal Grant") and other rights associated with the Federal Grant ("Associated Rights"). To that end, this letter is followed by a SUPPLEMENTAL APPLICATION and accompanies a MASTER APPLICATION and related materials.

As you know, BP Pipelines and the other TAPS Owners have established a Right-of-Way Renewal Team to work with the Federal Government, the State of Alaska, and stakeholders in renewing the TAPS Owners' rights. W. Steven Jones, Project Manager of the TAPS Right-of-Way Renewal Team, will serve as our contact on matters relating to this application to renew the Federal Grant and Associated Rights. Please direct all correspondence and notifications to W. Steven Jones.

Regards,

BP Pipelines (Alaska) Inc.

SUPPLEMENTAL
**APPLICATION FOR TRANSPORTATION AND
UTILITY SYSTEMS AND FACILITIES
ON FEDERAL LANDS
TO THE MASTER APPLICATION**

FORM APPROVED
OMB NO. 1004-0060
Expires: December 31, 2001

NOTE: Before completing and filing the application, the applicant should completely review this package and schedule a preapplication meeting with representatives of the agency responsible for processing the application. Each agency may have specific and unique requirements to be met in preparing and processing the application. Many times, with the help of the agency representative, the application can be completed at the preapplication meeting.

FOR AGENCY USE ONLY

Application Number

Date filed

1. Name and address of applicant (*include zip code*)

BP Pipelines (Alaska) Inc.
900 E. Benson Blvd., MB 11-5
Anchorage, AK 99508

2. Name, title, and address of authorized agent if different from Item 1 (*include zip code*)

3. TELEPHONE (area code)

Applicant
(907) 564-5757

Authorized Agent

4. As applicant are you? (*check one*)

- a. ☐ Individual
b. ☒ Corporation*
c. ☐ Partnership/Association*
d. ☐ State Government/State Agency
e. ☐ Local Government
f. ☐ Federal Agency

* If checked, complete supplemental page

5. Specify what application is for: (*check one*)

- a. ☐ New authorization
b. ☒ Renewing existing authorization No. See additional response on page 6.
c. ☐ Amend existing authorization No.
d. ☐ Assign existing authorization No.
e. ☐ Existing use for which no authorization has been received*
f. ☐ Other*

* If checked, provide details under Item 7

6. If an individual or partnership are you a citizen(s) of the United States? ☐ Yes ☐ No Not Applicable.

7. Project description (*describe in detail*): (a) Type of system or facility, (*e.g., canal, pipeline, road*); (b) related structures and facilities; (c) physical specifications *length, width, grading, etc.*; (d) term of years needed; (e) time of year of use or operation; (f) Volume or amount of product to be transported; (g) duration and timing of construction; and (h) temporary work areas needed for construction (*Attach additional sheets, if additional space is needed.*)

- (a) Pipeline System, as defined generally in § 1.1.1.22 of Exhibit D to the January 23, 1974 Agreement and Grant of Right-of-Way for Trans-Alaska Pipeline ("Federal Grant");
(b) See generally Environmental Report for the Trans-Alaska Pipeline System Right-of-Way Renewal in Volume 3 ("Environmental Report") at §§ 2.1.1 and 4.2.1; Duration of Right-of-Way Renewal for the Trans-Alaska Pipeline System in Volume 2 ("Duration Report") at Appendix 4; Federal Line Lists in Volume 2 at Tab 1D- 1H;
(c) See generally Environmental Report at §§ 2.1.1 and 4.2.1 and Duration Report at Appendix 4;
(d) Renewal of authorizations for the maximum period allowed by law. See 30 U.S.C. § 185(n) and Duration Report generally;
(e) Year round;
(f) See generally Environmental Report at Appendices A and D (pps. D-1 through D-12);
(g) Not applicable;
(h) Not applicable.

8. Attach a map covering area and show location of project proposal See generally Environmental Report at Appendix C and Federal Lists in Volume 2 at Tabs 1D - 1H.

9. State or local government approval: ☐ Attached ☒ Applied for ☐ Not required

10. Nonreturnable application fee: ☐ Attached ☒ Not required

11. Does project cross international boundary or affect international waterways? ☐ Yes ☒ No (*If "yes," indicate on map*)

12. Give statement of your technical and financial capability to construct, operate, maintain, and terminate system for which authorization is being requested.

See generally Duration Report and Environmental Report, including § 2.1 and Appendices A, B and D, and 43 U.S.C. § 1653. Note also that Alyeska Pipeline Service Company ("Alyeska") has effectively operated and maintained TAPS for over 20 years and applicant owns an undivided interest in Alyeska. In addition applicant, through Alyeska, has the technical and financial capability to operate, maintain and terminate TAPS.

13a. Describe other reasonable alternative routes and modes considered.

Not applicable.

b. Why were these alternatives not selected?

Not applicable.

c. Give explanation as to why it is necessary to cross Federal Lands.

Existing TAPS facilities are located on and cross federal lands.

14. List authorizations and pending applications filed for similar projects which may provide information to the authorizing agency. (Specify number, date, code, or name)

See generally Federal and State Line Lists in Volume 2 at Tab 1.

15. Provide statement of need for project, including the economic feasibility and items such as: (a) cost of proposal (construction, operation, and maintenance); (b) estimated cost of next best alternative; and (c) expected public benefits.

See generally Environmental Report, including §§ 1.2; 3.3; 4.3.3, and Duration Report, including §§ 1; 3; 4; 8; and 9.

16. Describe probable effects on the population in the area, including the social and economic aspects, and the rural lifestyles.

See generally Environmental Report §§ 3.3; 4.3.3; 4.5 and Duration Report § 8. Additional information may be found in studies and reports that bear on TAPS, such as those identified in the Environmental Report at Section 8 and 43 U.S.C. § 1651(b), and the 1972 Environmental Impact Statement (6 vols.) that preceded the execution of the Federal Grant.

17. Describe likely environmental effects that the proposed project will have on: (a) air quality; (b) visual impact; (c) surface and ground water quality and quantity; (d) the control or structural change on any stream or other body of water; (e) existing noise levels; and (f) the surface of the land, including vegetation, permafrost, soil, and soil stability.

(a) See generally Environmental Report §§ 3.1.3; 4.3.1.3; 4.5; 4.8.2.3; (b) See generally Environmental Report §§ 3.1.3; 3.3.6.3; 4.3.1.3; 4.3.3.9; 4.5; (c) See generally Environmental Report §§ 3.1.1.6; 3.1.2.1; 4.2.1.3; 4.3.1.2; 4.5; 4.8.2.1; 4.8.2.2; (d) See generally Environmental Report §§ 3.1.1.6; 4.2.1.3; 4.3.1.2; 4.3.2.2; 4.5; (e) See generally Environmental Report §§ 3.1.3; 4.3.1.3; 4.5; (f) See generally Environmental Report §§ 3.1.1; 4.1.1; 4.2.1.1; 4.2.1.2; 4.3.1.1; 4.3.2.2; 4.5 (See continuation on page 6.)

18. Describe the probable effects that the proposed project will have on (a) populations of fish, plantlife, wildlife, and marine life, including threatened and endangered species; and (b) marine mammals, including hunting, capturing, collecting, or killing these animals.

(a) See generally Environmental Report §§ 3.2; 4.3.2; 4.5; 4.8.3; (b) See generally Environmental Report §§ 3.2.6; 3.3.3; 4.3.2; 4.3.3.3; 4.5; 4.8.3.4; 4.8.4.4. In both cases additional information may be found in studies and reports that bear on TAPS, such as those identified in the Environmental Report at Section 8 and 43 U.S.C. § 1651(b), and the 1972 Environmental Impact Statement (6 vols.) that preceded the execution of the Federal Grant.

19. State whether any hazardous material, as defined in this paragraph, will be used, produced, transported or stored on or within the right-of-way or any of the right-of-way facilities, or used in the construction, operation, maintenance or termination of the right-of-way or any of its facilities. "Hazardous material" means any substance, pollutant or contaminant that is listed as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. 9601 et seq., and its regulations. The definition of hazardous substances under CERCLA includes any "hazardous waste" as defined in the Resource Conservation and Recovery Act of 1976 (RCRA), as amended, 42 U.S.C. 9601 et seq., and its regulations. The term hazardous materials also includes any nuclear or byproduct material as defined by the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq. The term does not include petroleum, including crude oil or any fraction thereof that is not otherwise specifically listed or designated as a hazardous substance under CERCLA Section 101(14), 42 U.S.C. 9601(14), nor does the term include natural gas.

See response on page 6.

20. Name all the Department(s)/Agency(ies) where this application is being filed.

The original application is being filed with the Bureau of Land Management.

I HEREBY CERTIFY, That I am of legal age and authorized to do business in the State and that I have personally examined the information contained in the application and believe that the information submitted is correct to the best of my knowledge.

Signature of Applicant *Michael E. BP Pipelines Inc. (Alaska)*

Date **APR 30 2001**

Title 18, U.S.C. Section 1001 and Title 43 U.S.C. Section 1212, make it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

President, BP Pipelines (Alaska) Inc.

SF-299, page 2

APPLICATION FOR TRANSPORTATION AND UTILITY SYSTEMS
AND FACILITIES ON FEDERAL LANDS

GENERAL INFORMATION
ALASKA NATIONAL INTEREST LANDS

This application will be used when applying for a right-of-way, permit, license, lease, or certificate for the use of Federal lands which lie within conservation system units and National Recreation or Conservation Areas as defined in the Alaska National Interest Lands Conservation Act. Conservation system units include the National Park System, National Wildlife Refuge System, National Wild and Scenic Rivers System, National Trails System, National Wilderness Preservation System, and National Forest Monuments.

Transportation and utility systems and facility uses for which the application may be used are:

1. Canals, ditches, flumes, laterals, pipes, pipelines, tunnels, and other systems for the transportation of water.
2. Pipelines and other systems for the transportation of liquids other than water, including oil, natural gas, synthetic liquid and gaseous fuels, and any refined product produced therefrom.
3. Pipelines, slurry and emulsion systems, and conveyor belts for transportation of solid materials.
4. Systems for the transmission and distribution of electric energy.
5. Systems for transmission or reception of radio, television, telephone, telegraph, and other electronic signals, and other means of communications.
6. Improved rights-of-way for snow machines, air cushion vehicles, and all-terrain vehicles.
7. Roads, highways, railroads, tunnels, tramways, airports, landing strips, docks, and other systems of general transportation.

This application **must** be filed simultaneously with each Federal department or agency requiring authorization to establish and operate your proposal.

In Alaska, the following agencies will help the applicant file an application and identify the other agencies the applicant should contact and possibly file with:

Department of Agriculture
Regional Forester, Forest Service (USFS)
Federal Office Building, P.O. Box 21628
Juneau, Alaska 99802-1628
Telephone: (907) 586-7847 (or a local Forest Service Office)

Department of the Interior
Bureau of Indian Affairs (BIA)
Juneau Area Office
9109 Mendenhall Mall Road, Suite 5, Federal Building Annex
Juneau, Alaska 99802
Telephone: (907) 586-7177

Bureau of Land Management (BLM)
222 West 7th Ave., Box 13
Anchorage, Alaska 99513-7599
Telephone: (907) 271-5477 (or a local BLM Office)

National Park Service (NPS)
Alaska Regional Office 2525 Gambell St., Rm. 107
Anchorage, Alaska 99503-2892
Telephone: (907) 257-2585

U.S. Fish & Wildlife Service (FWS)
Office of the Regional Director
1011 East Tudor Road
Anchorage, Alaska 99503
Telephone: (907) 786-3440

Note-Filings with any Interior agency may be filed with any office noted above or with the: Office of the Secretary of the Interior, Regional Environmental Officer, Box 120, 1675 C Street, Anchorage, Alaska 99513.

(For supplemental, see page 4)

Department of Transportation
Federal Aviation Administration
Alaska Region AAL-4, 222 West 7th Ave., Box 14
Anchorage, Alaska 99513-7587
Telephone: (907) 271-5285

NOTE - The Department of Transportation has established the above central filing point for agencies within that Department. Affected agencies are: Federal Aviation Administration (FAA), Coast Guard (USCG), Federal Highway Administration (FHWA), Federal Railroad Administration (FRA).

OTHER THAN ALASKA NATIONAL INTEREST LANDS

Use of this form is not limited to National Interest Conservation Lands of Alaska.

Individual departments/agencies may authorize the use of this form by applicants for transportation and utility systems and facilities on other Federal lands outside those areas described above.

For proposals located outside of Alaska, applications will be filed at the local agency office or at a location specified by the responsible Federal agency.

SPECIFIC INSTRUCTIONS
(Items not listed are self-explanatory)

Item

- 7 Attach preliminary site and facility construction plans. The responsible agency will provide instructions whenever specific plans are required.
 - 8 Generally, the map **must** show the section(s), township(s), and range(s) within which the project is to be located. Show the proposed location of the project on the map as accurately as possible. Some agencies require detailed survey maps. The responsible agency will provide additional instructions.
 - 9, 10, and 12 - The responsible agency will provide additional instructions.
 - 13 Providing information on alternate routes and modes in as much detail as possible, discussing why certain routes or modes were rejected and why it is necessary to cross Federal lands will assist the agency(ies) in processing your application and reaching a final decision. Include only reasonable alternate routes and modes as related to current technology and economics.
 - 14 The responsible agency will provide instructions.
 - 15 Generally, a simple statement of the purpose of the proposal will be sufficient. However, major proposals located in critical or sensitive areas may require a full analysis with additional specific information. The responsible agency will provide additional instructions.
 - 16 through 19 - Providing this information in as much detail as possible will assist the Federal agency(ies) in processing the application and reaching a decision. When completing these items, you should use a sound judgment in furnishing relevant information. For example, if the project is not near a stream or other body of water, **do not** address this subject. The responsible agency will provide additional instructions.
- Application must be signed by the applicant or applicant's authorized representative.

If additional space is needed to complete any item, please put the information on a separate sheet of paper and identify it as "Continuation of Item."

SUPPLEMENTAL		CHECK APPROPRIATE BLOCK	
NOTE: The responsible agency(ies) will provide additional instructions		ATTACHED	FILED*
I - PRIVATE CORPORATIONS			
a. Articles of Incorporation See Tab Federal Supplemental Question 1a in this Volume.		<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Corporation Bylaws See Tab Federal Supplemental Question 1b in this Volume.		<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. A certification from the State showing the corporation is in good standing and is entitled to operate within the State. See Tab Federal Supplemental Question 1c in this Volume.		<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. Copy of resolution authorizing filing See Tab Federal Supplemental Question 1d in this Volume.		<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. The name and address of each shareholder owning 3 percent or more of the shares, together with the number and percentage of any class of voting shares of the entity which such shareholder is authorized to vote and the name and address of each affiliate of the entity together with, in the case of an affiliate controlled by the entity, the number of shares and the percentage of any class of voting stock of that affiliate owned, directly or indirectly, by that entity, and in the case of an affiliate which controls that entity, the number of shares and the percentage of any class of voting stock of that entity owned, directly or indirectly, by the affiliate. See Tab Federal Supplemental Question 1e in this Volume.		<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. If application is for an oil or gas pipeline, describe any related right-of-way or temporary use permit applications, and identify previous applications. See generally Federal and State Line Lists in Volume 2 at Tab 1.		<input checked="" type="checkbox"/>	<input type="checkbox"/>
g. If application is for an oil and gas pipeline, identify all Federal lands by agency impacted by proposal. See generally Federal Line Lists in Volume 2 at Tab 1D-1H.		<input checked="" type="checkbox"/>	<input type="checkbox"/>
II- PUBLIC CORPORATIONS			
a. Copy of law forming corporation Not applicable		<input type="checkbox"/>	<input type="checkbox"/>
b. Proof of organization Not applicable		<input type="checkbox"/>	<input type="checkbox"/>
c. Copy of Bylaws Not applicable		<input type="checkbox"/>	<input type="checkbox"/>
d. Copy of resolution authorizing filing Not applicable		<input type="checkbox"/>	<input type="checkbox"/>
e. If application is for an oil or gas pipeline, provide information required by Item "I-f" and "I-g" above. Not applicable		<input type="checkbox"/>	<input type="checkbox"/>
III - PARTNERSHIP OR OTHER UNINCORPORATED ENTITY			
a. Articles of association, if any Not applicable		<input type="checkbox"/>	<input type="checkbox"/>
b. If one partner is authorized to sign, resolution authorizing action is Not applicable		<input type="checkbox"/>	<input type="checkbox"/>
c. Name and address of each participant, partner, association, or other . . . Not applicable		<input type="checkbox"/>	<input type="checkbox"/>
d. If application is for an oil or gas pipeline, provide information required by Item "I-f" and "I-g" above. Not applicable		<input type="checkbox"/>	<input type="checkbox"/>

* If the required information is already filed with the agency processing this application and is current, check block entitled "Filed." Provide the file identification information (e.g., number, date, code, name). If not on file or current, attach the requested information.

<p>DATA COLLECTION STATEMENT</p> <p>The Federal agencies collect this information from applicants requesting right-of-way, permit, license, lease, or certifications for the use of Federal lands.</p> <p>Federal agencies use this information to evaluate your proposal.</p> <p>No Federal agency may request or sponsor, and you are not required to respond to a request for information which does not contain a currently valid OMB Approval Number.</p> <p>BURDEN HOURS STATEMENT</p> <p>The public burden for this form is estimated to vary from 30 minutes to 25 hours per response, with an average of 2 hours per response, including the time for</p>	<p>reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to: U.S. Department of the Interior, Bureau of Land Management, Information Clearance Officer (W0-630), 1849 C Street, Mail Stop 401LS, Washington, D.C. 20240</p> <p>A reproducible copy of this form may be obtained from the Bureau of Land Management, Division of Lands, 1620 L Street, Rm. 1000LS, Washington, D.C. 20036.</p>
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NOTICE

NOTE: This applies to the Department of the Interior/Bureau of Land Management (BLM).

The Privacy Act of 1974 provides that you be furnished with the following information in connection with the information provided by this application for an authorization.

AUTHORITY: 16 U.S.C. 310 and 5 U.S.C. 301.

PRINCIPAL PURPOSE: The primary uses of the records are to facilitate the (1) processing of claims or applications; (2) recordation of adjudicative actions; and (3) indexing of documentation in case files supporting administrative actions.

ROUTINE USES: BLM and the Department of the Interior (DOI) may disclose your information on this form: (1) to appropriate Federal agencies when concurrence or supporting information is required prior to granting or acquiring a right or interest in lands or resources; (2) to members or the public who have a need for the information that is maintained by BLM for public record; (3) to the U.S. Department of Justice, court, or other adjudicative body when DOI determines the information is necessary and relevant to litigation; (4) to appropriate Federal, State, local, or foreign agencies responsible for investigating prosecuting violation, enforcing, or implementing this statute, regulation, or order; and (5) to a congressional office when you request the assistance of the Member of Congress in writing.

EFFECT OF NOT PROVIDING THE INFORMATION: Disclosing this information is necessary to receive or maintain a benefit. Not disclosing it may result in rejecting the application.

**APPLICATION FOR TRANSPORTATION AND
UTILITY SYSTEMS AND FACILITIES
ON FEDERAL LAND**

For the Trans-Alaska Pipeline System

Continuation of Item #5: Renewal on the same terms of applicant's undivided interest in existing authorizations for the Trans-Alaska Pipeline System ("TAPS"), including, but not limited to, F-12505, AA-5847, F-21770, and other authorizations identified on the Federal Line Lists in Volume 2 at Tab 1D -1H.

Continuation of Item #17: In all cases additional information may be found in studies and reports that bear on TAPS, such as those identified in the Environmental Report at Section 8 and 43 U.S.C. § 1651(b), and the 1972 Environmental Impact Statement (6 vols.) that preceded the execution of the Federal Grant.

Continuation of Item #19: TAPS does not engage in the use, production, transportation or storage of hazardous materials as part of TAPS' purpose. TAPS operates to transport crude oil, and crude oil is not a hazardous material as defined in this question. Hazardous materials are only present on TAPS incidentally in support of the operation and maintenance of TAPS. All hazardous materials are managed under state and federal law. Those occurrences are described categorically below. Also see Environmental Report § 3.1.1.5.

Hazardous Material Use. Chemical products may be "hazardous materials" or may include components that are hazardous materials. These products are used for TAPS operations and maintenance. Any list of hazardous materials would be only temporarily accurate because product use on TAPS varies continuously. Therefore, they are listed here categorically: paints and associated products; pipe coating chemicals; equipment repair and lubrication products, cleaners, and antifreeze chemicals; adhesives, epoxies and sealants; corrosion inhibitors; fire fighting chemicals; laboratory chemicals used for crude oil analysis; herbicides, pesticides and insecticides (used with the approval of the Authorized Officer); photographic chemicals; and batteries. This list provides a description of TAPS hazardous material use, but is not intended to be comprehensive chemical by chemical. That detailed information may be obtained from Alyeska's OSHA MSDS (hazardous communication) program and the annual SARA Title III reports submitted to EPA.

Hazardous Material Production. TAPS does not produce hazardous materials.

Hazardous Material Transportation. Chemical product hazardous materials, described above, are transported on and off TAPS facilities utilizing the procedure established under state and federal law. The U.S. DOT has strict requirements for the transportation of chemical products, under 49 CFR Parts 172- 177, 350-399. Hazardous wastes also

must comply with the same U.S. DOT transportation requirements. In place is an extensive hazardous material transportation plan that covers both chemical product and hazardous waste transportation on and off TAPS facilities. Bills of lading are used to track the transportation of chemical products. In addition, there are EPA hazardous waste manifests for transported hazardous wastes. The list of hazardous materials transported on and off TAPS facilities would be composed of those hazardous materials listed above under Hazardous Material Use and below under Hazardous Material Storage.

Hazardous Material Storage. The list of hazardous materials stored is the same as the list of hazardous materials used on TAPS facilities, except for waste storage. Where required or appropriate, chemical products are stored within secondary containment. Hazardous wastes that are generated at a TAPS facility are stored utilizing EPA requirements for hazardous waste generators. The hazardous waste categories are predominantly chemical products that have completed their use: paints and associated products; equipment repair and lubrication products, and parts cleaners; adhesives, epoxies and sealants; laboratory chemicals used for crude oil analysis; herbicides, pesticides and insecticides (used with the approval of the Authorized Officer); photographic chemicals; and batteries. Tank and pipe cleaning sludges are a non-product waste stream that contributes to this list. These wastes are only temporarily stored at a facility, in accordance with EPA regulations. During storage they are monitored, in accordance with EPA regulations, and they are transported off the facilities and disposed of at EPA permitted facilities. A listing of hazardous wastes stored at a TAPS facility for any one-year period can be found in the annual RCRA report submitted to EPA.

Federal Supplemental Question Ia

State of Delaware
Office of the Secretary of State

PAGE 1

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "BP PIPELINES (ALASKA) INC." AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF INCORPORATION, FILED THE EIGHTEENTH DAY OF OCTOBER, A.D. 1937, AT 9 O'CLOCK A.M.

CERTIFICATE OF AMENDMENT, CHANGING ITS NAME FROM "CLAY CITY PIPE LINE COMPANY" TO "SOHIO PIPE LINE COMPANY", FILED THE TWENTY-THIRD DAY OF JUNE, A.D. 1939, AT 11 O'CLOCK A.M.

CERTIFICATE OF AGREEMENT OF MERGER, FILED THE TWENTY-SIXTH DAY OF DECEMBER, A.D. 1940, AT 1 O'CLOCK P.M.

CERTIFICATE OF AMENDMENT, FILED THE TWENTY-FIFTH DAY OF NOVEMBER, A.D. 1941, AT 1 O'CLOCK P.M.

CERTIFICATE OF AMENDMENT, FILED THE SECOND DAY OF JANUARY, A.D. 1942, AT 1 O'CLOCK P.M.

CERTIFICATE OF AGREEMENT OF MERGER, FILED THE TWENTY-NINTH DAY OF DECEMBER, A.D. 1950, AT 9 O'CLOCK A.M.

CERTIFICATE OF AGREEMENT OF MERGER, FILED THE NINETEENTH DAY OF FEBRUARY, A.D. 1971, AT 10 O'CLOCK A.M.



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

0361528 8100H

AUTHENTICATION: 0967745

010069509

DATE: 02-12-01

State of Delaware
Office of the Secretary of State

PAGE 2

CERTIFICATE OF AMENDMENT, CHANGING ITS NAME FROM "SOHIO PIPE LINE COMPANY" TO "SOHIO ALASKA PIPELINE COMPANY", FILED THE TWENTY-FOURTH DAY OF DECEMBER, A.D. 1986, AT 10 O'CLOCK A.M.

CERTIFICATE OF MERGER, FILED THE TWENTY-THIRD DAY OF DECEMBER, A.D. 1987, AT 10 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE FIRST DAY OF JANUARY, A.D. 1988.

CERTIFICATE OF AMENDMENT, CHANGING ITS NAME FROM "SOHIO ALASKA PIPELINE COMPANY" TO "BP PIPELINES (ALASKA) INC.", FILED THE FIRST DAY OF MARCH, A.D. 1989, AT 10 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID CORPORATION.



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

0361528 8100H

AUTHENTICATION: 0967745

010069509

DATE: 02-12-01

10-18-37

CERTIFICATE OF INCORPORATION

CLAY CITY PIPE LINE COMPANY

FIRST: The name of the corporation is CLAY CITY PIPE LINE COMPANY.

SECOND: Its principal office in the State of Delaware is located at No. 100 West Tenth Street, in the City of Wilmington, County of New Castle. The name and address of its resident agent, is ~~The Corporation Trust Company, No. 100 West Tenth Street, Wilmington,~~ Delaware.

THIRD: The nature of the business, or objects or purposes to be transacted, promoted or carried on are:

(1) To lay, construct, maintain, own, lease, purchase and operate a pipe line or pipe lines.

(2) To transport for hire, by means of such pipe line or pipe lines, oil, crude petroleum, and all products derived therefrom or similar thereto, natural and artificial gas, casing-head gasoline and any other liquids or gases.

(3) To purchase or otherwise acquire, own, lease, occupy and use rights of way and such other property, real and personal, as may be incidental to, necessary for or useful in the establishment, maintenance, operation and conduct of such business.

(4) To acquire, own, lease, construct, maintain and operate pumping stations, compressing stations, storage stations, boosters, private telephones and telegraph lines, and all other facilities incidental to, necessary for or useful in carrying out the objects and purposes above set forth.

(5) To acquire, and pay for in cash, stock or bonds of this corporation or otherwise, the good will, rights, assets and property, and to undertake or assume the whole or any part of the obligations or liabilities of any person, firm, association or corporation.

(6) To acquire, hold, use, sell, assign, lease, grant licenses in respect of, mortgage or otherwise dispose of letters patent of the United States or any foreign country, patent rights, licenses and privileges, inventions, improvements and processes, copyrights, trade-marks and trade names, relating to or useful in connection with any business of this corporation.

(7) To guarantee, purchase, hold, sell, assign, transfer, mortgage, pledge or otherwise dispose of shares of the capital stock of, or any bonds, securities or evidences of indebtedness created by any other corporation or corporations organized under the laws of this State or any other State, country, nation or government, and while the owner thereof to exercise all the rights, powers and privileges of ownership, including the right to vote thereon.

(8) To enter into, make and perform contracts of every kind and description with any person, firm, association, corporation, municipality, county, state, body politic or government or colony or dependency thereof.

(9) To borrow or raise moneys for any of the purposes of the corporation and, from time to time, without limit as to amount, to draw, make, accept, endorse, execute and issue promissory notes, drafts, bills of exchange, warrants, bonds, debentures and other negotiable or non-negotiable instruments and evidences of indebtedness, and to secure the payment of any thereof and of the interest thereon

by mortgage upon or pledge, conveyance or assignment in trust of the whole or any part of the property of the corporation, whether at the time owned or thereafter acquired, and to sell, pledge or otherwise dispose of such bonds or other obligations of the corporation for its corporate purposes.

(10) To purchase, hold, sell and transfer the shares of its own capital stock; provided it shall not use its funds or property for the purchase of its own shares of capital stock when such use would cause any impairment of its capital except as otherwise permitted by law, and provided further that shares of its own capital stock belonging to it shall not be voted upon directly or indirectly.

(11) To have one or more offices, to carry on all or any of its operations and business and without restriction or limit as to amount to purchase or otherwise acquire, hold, own, mortgage, sell, convey, or otherwise dispose of real and personal property of every class and description in any of the States, Districts, Territories or Colonies of the United States, and in any and all foreign countries, subject to the laws of such State, District, Territory, Colony or Country.

(12) In general, to carry on any other business in connection with the foregoing, and to have and exercise all the powers conferred by the laws of Delaware upon corporations formed under the act hereinafter referred to, ~~and to do any or all of the things~~ hereinbefore set forth to the same extent as natural persons might or could do.

The objects and purposes specified in the foregoing clauses shall, except where otherwise expressed, be in no wise limited or restricted by reference to, or inference from, the terms of any other clause in this Certificate of Incorporation, but the objects and pur-

poses specified in each of the foregoing clauses of this article shall be regarded as independent objects and purposes.

FOURTH: The total number of shares of stock which the corporation shall have authority to issue is one thousand (1,000); all of such shares shall be without par value.

FIFTH: The amount of capital with which the corporation will commence business is One Thousand Dollars (\$1,000.00).

SIXTH: The names and places of residence of the incorporators are as follows:

Names	Residences
Alfred Jervis	Wilmington, Delaware
L. H. Herman	Wilmington, Delaware
Walter Lenz	Wilmington, Delaware

SEVENTH: The corporation is to have perpetual existence.

EIGHTH: The private property of the stockholders shall not be subject to the payment of corporate debts to any extent whatever.

NINTH: In furtherance, and not in limitation of the powers conferred by statute, the board of directors is expressly authorized:

To make, alter or repeal the by-laws of the corporation to such extent and in such manner as may be provided by the by-laws.

To authorize and cause to be executed mortgages and liens upon the real and personal property of the corporation.

To set apart out of any of the funds of the corporation available for dividends a reserve or reserves for any proper purpose or to abolish any such reserve in the manner in which it was created.

By resolution or resolutions, passed by a majority of the whole board to designate one or more committees; each committee to consist of two or more of the directors of the corporation, which, to the extent provided in said resolution or resolutions or in the by-laws of the corporation, shall have and may exercise the powers of the board of directors in the management of the business and affairs of the corporation, and may have power to authorize the seal of the corporation to be affixed to all papers which may require it. Such committee or committees shall have such name or names as may be stated in the by-laws of the corporation or as may be determined from time to time by resolution adopted by the board of directors.

When and as authorized by the affirmative vote of the holders of a majority of the stock issued and outstanding having voting power given at a stockholders' meeting duly called for that purpose, or when authorized by the written consent of the holders of a majority of the voting stock issued and outstanding, to sell, lease or exchange all of the property and assets of the corporation, including its good will and its corporate franchises, upon such terms and conditions and for such consideration, which may be in whole or in part shares of stock in, and/or other securities of, any other corporation or corporations, as its board of directors shall deem expedient and for the best interests of the corporation.

The corporation may in its by-laws confer powers upon its board of directors in addition to the foregoing, and in addition to the powers and authorities expressly conferred upon it by statute.

TENTH:

Whenever a compromise or arrangement is proposed between this corporation and its creditors or any class of them and/or between this corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of this corporation or of any creditor or stockholder thereof, or on the application of any receiver or receivers appointed for this corporation under the provisions of Section 3883 of the Revised Code of 1915 of said State, or on the application of trustees in dissolution or of any receiver or receivers appointed for this corporation under the provisions of Section 43 of the General Corporation Law of the State of Delaware, order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this corporation, as the case may be, to be summoned in such manner as the said Court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of this corporation as consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the Court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of this corporation, as the case may be, and also on this corporation.

ELEVENTH: Both stockholders and directors shall have power, if the by-laws so provide, to hold their meetings, and to have one or more offices within or without the State of Delaware and to keep the books of this corporation (subject to the provisions of the statutes), outside of the State of Delaware at such places as may be from time to time designated by the board of directors.

TWELFTH: Notwithstanding any provisions of the General Corporation Law of the State of Delaware requiring for any specific action a vote, or in the alternative the written consent, of the holders of shares of any class or classes of the corporation entitled either by the provisions of these Articles of Incorporation or by law to exercise a percentage of the voting power of the corporation greater than a majority, any such action on behalf of the corporation may be taken by the vote (or, in cases where the General Corporation Law of the State of Delaware permits a written consent of shareholders as an alternative to a vote, then by written consent) of the holders of shares of the corporation entitling them to exercise a majority only of the voting power of the corporation with respect to such action.

THIRTEENTH: In the absence of fraud, no contract or other transaction between this corporation and any other corporation, and no act of this corporation, shall in any way be affected or rescinded by the fact that any of the directors of this corporation are pecuniarily or otherwise interested in or are directors or officers of such other corporation.

FOURTEENTH: The corporation reserves the right to amend, alter, change or repeal any provision contained in this certificate of incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

WE, THE UNDERSIGNED, being each of the incorporators hereinbefore named for the purpose of forming a corporation to do business both within and without the State of Delaware, and in pursuance of the General Corporation Law of the State of Delaware, being Chapter 65 of the Revised Code of Delaware, and the acts amendatory thereof and supplemental thereto, do make this certificate, hereby declaring and

certifying that the facts herein stated are true, and accordingly
have hereunto set our hands and seals this 16th day of October,
A. D. 1937.

In presence of:
Harold E. Grantland

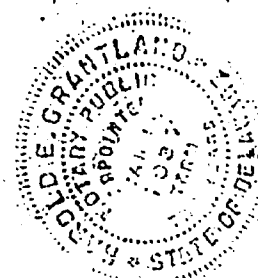
Alfred Jarvis
L. H. Herman
Walter Lenz

STATE OF DELAWARE)
) SS:
COUNTY OF NEW CASTLE)

BE IT REMEMBERED that on this 16th day of October,
A. D. 1937, personally came before me, Harold E. Grantland, a
Notary Public for the State of Delaware, all of the parties
to the foregoing certificate of incorporation, i. e. Alfred
Jarvis, L. H. Herman and Walter Lenz, known to me personally to
be such, and severally acknowledged the said certificate to be
the act and deed of the signers respectively and that the facts
therein stated are truly set forth.

GIVEN under my hand and seal of office the day and
year aforesaid.

Harold E. Grantland
Notary Public



6-23-29

CERTIFICATE OF AMENDMENT
TO CERTIFICATE OF INCORPORATION
OF
CLAY CITY PIPE LINE COMPANY.

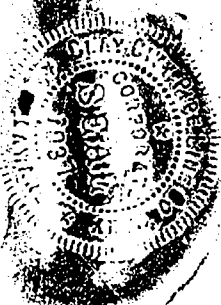
The undersigned hereby certify that on the 19th day of June, 1939, the Board of Directors of this corporation declared to be advisable an amendment to its Certificate of Incorporation, whereby the first paragraph thereof, which now reads:

"The name of the corporation is Clay City Pipe Line Company,"

is changed to read:

"The name of the corporation is Schio Pipe Line Company";

that thereafter written consent to the above amendment was given by the sole stockholder of this corporation; and that such amendment has been duly adopted in accordance with the provisions of Section 26 of the Corporation Law of the State of Delaware.



CLAY CITY PIPE LINE COMPANY

By

W. T. Holliday
President

F. H. Kelly
Secretary

STATE OF OHIO)
) SS
CUYAHOGA COUNTY)

Personally appeared before me, the undersigned, a Notary Public in and for said county and state, the above named Clay City Pipe Line Company, by W. T. Holliday, its President, and F. H. Kelly, its Secretary, who acknowledged that they did sign the foregoing certificate, and that the same is the free act and deed of said corporation, and the free act and deed of each of them personally and as such officers.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal,

at Cleveland, Ohio, this 20th day of June 1939.



60011

M. Vincent Conway
Notary Public
M. VINCENT CONWAY, Notary Public
My commission expires June 1940

12-26-40

Michigan Corp
Mich To
the End

AGREEMENT OF MERGER.

This agreement of merger, dated December 24, 1940,
made by and between SOHIO PIPE LINE COMPANY, hereinafter referred
to as "Sohio Pipe", and MICHIGAN-TOLEDO PIPE LINE COMPANY, hereinafter
referred to as "Michigan-Toledo", both being corporations
organized and existing under and by virtue of the laws of the
State of Delaware;

WITNESSETH that

WHEREAS, said two corporations deem it advisable that
Sohio Pipe merge into itself Michigan-Toledo, and that Michigan-
Toledo should be merged into Sohio Pipe, as authorized by the
statutes of the State of Delaware, under and pursuant to the terms
and conditions hereinafter set forth;

AND WHEREAS, said Sohio Pipe has heretofore been duly
organized under and by virtue of the General Corporation Law of
the State of Delaware, the certificate of incorporation of which
corporation was filed in the office of the Secretary of State
October 18, 1937, and recorded in the office of the Recorder of
Deeds for the County of New Castle on October 18, 1937, and an
amendment to which certificate of incorporation was filed in the

office of said Secretary of State on June 23, 1939, and recorded
in the office of said Recorder of Deeds on June 23, 1939;

AND WHEREAS, said Sohio Pipe has an authorized capital
stock consisting of One Thousand (1000) shares of common stock
without par value, of which Two Hundred and Fifty (250) shares are
now issued and outstanding;

AND WHEREAS, Michigan-Toledo has heretofore been duly
organized under and by virtue of the provisions of the General
Corporation Law of the State of Delaware, the certificate of in-
corporation of which corporation was filed in the office of said
Secretary of State on October 11, 1935 and recorded in the office
of the Recorder of Deeds for the County of New Castle on October
11, 1935, and an amendment to which certificate of incorporation
was filed in the office of said Secretary of State on May 1,
1937, and was recorded in the office of said Recorder of Deeds on
May 1, 1937;

AND WHEREAS, said Michigan-Toledo has an authorized
capital stock consisting of Two Thousand (2000) shares, divided
into One Thousand (1000) voting common shares without par value
and One Thousand (1000) non-voting common shares without par value,
all of which shares are now issued and outstanding;

AND WHEREAS, the principal offices of both Sohio Pipe
and Michigan-Toledo in the State of Delaware are located at 100

West Tenth Street in the City of Wilmington, County of New Castle,
and the name and address of the resident agent for both is The
Corporation Trust Company, 100 West Tenth Street, Wilmington,
Delaware;

NOW THEREFORE, the corporations, parties to this agree-
ment by and between their respective Boards of Directors, have
agreed and do hereby agree each with the other that Sohio Pipe
merge into itself Michigan-Toledo and that Michigan-Toledo be
merged into Sohio Pipe, pursuant to the laws of the State of
Delaware, and do hereby agree upon and prescribe the terms and
conditions of said merger and of carrying the same into effect as
follows:

FIRST: Sohio Pipe hereby merges into itself Michigan-
Toledo and said Michigan-Toledo is hereby merged into Sohio Pipe.

SECOND: The name of the surviving corporation is and
shall be "SOHIO PIPE LINE COMPANY".

THIRD: The principal office of the surviving corpora-
tion in the State of Delaware is and shall be located at No. 100
West Tenth Street, in the City of Wilmington, County of New Castle,

~~and the name and address of its resident agent is and shall be~~

The Corporation Trust Company, No. 100 West Tenth Street,
Wilmington, Delaware.

FOURTH: The surviving corporation shall possess all the rights, privileges, powers and franchises as well of a public as of a private nature and be subject to all the restrictions, disabilities and duties of each of the corporations, parties to this agreement, and all and singular, the rights, privileges, powers and franchises of each of said corporations and all property, real, personal and mixed and all debts due to each of said corporations on whatever account, as well for stock subscriptions as all other things in action or belonging to each of such corporations shall be vested in the surviving corporation; and all property, rights and privileges, powers and franchises and all and every other interest shall be thereafter as effectually the property of the surviving corporation as they were of the several and respective constituent corporations, and the title to any real estate, whether by deed or otherwise, vested in either of said corporations, parties hereto, shall not revert or be in any way impaired by reason of this merger; provided that all rights of creditors and all liens upon the property of either of said corporations, parties hereto, shall be preserved unimpaired, and all debts, liabilities and duties of Michigan-Toledo, shall thenceforth attach to said surviving corporation, and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it.

FIFTH: The nature of the business and object and purposes to be transacted, promoted or carried on by the surviving corporation are as follows:

(1) To lay, construct, maintain, own, lease, purchase and operate a pipe line or pipe lines.

(2) To transport for hire, by means of such pipe line or pipe lines, oil, crude petroleum, and all products derived therefrom or similar thereto, natural and artificial g. s, casing-head gasoline and any other liquids or gases.

(3) To purchase or otherwise acquire, own, lease, occupy and use rights of way and such other property, real and personal, as may be incidental to, necessary for or useful in the establishment, maintenance, operation and conduct of such business.

(4) To acquire, own, lease, construct, maintain and operate pumping stations, compressing stations, storage stations, boosters, private telephone and telegraph lines, and all other facilities incidental to, necessary for or useful in carrying out the objects and purposes above set forth.

(5) To acquire, and pay for in cash, stock or bonds of this corporation or otherwise, the good will, rights, assets and property, and to undertake or assume the whole or any part of the obligations or liabilities of any person, firm, association or corporation.

(6) To acquire, hold, use, sell, assign, lease, grant licenses in respect of, mortgage or otherwise dispose of letters

patent of the United States or any foreign country, patent rights, licenses and privileges, inventions, improvements and processes, copyrights, trade-marks and trade names, relating to or useful in connection with any business of this corporation.

(7) To guarantee, purchase, hold, sell, assign, transfer, mortgage, pledge or otherwise dispose of shares of the capital stock of, or any bonds, securities or evidences of indebtedness created by any other corporation or corporations organized under the laws of this State or any other state, country, nation or government, and while the owner thereof to exercise all the rights, powers and privileges of ownership, including the right to vote thereon.

(8) To enter into, make and perform contracts of every kind and description with any person, firm, association, corporation, municipality, county, state, body politic or government or colony or dependency thereof.

(9) To borrow or raise moneys for any of the purposes of the corporation and, from time to time, without limit as to amount, to draw, make, accept, endorse, execute and issue promissory notes, drafts, bills of exchange, warrants, bonds, debentures and other negotiable or non-negotiable instruments and evidences of indebtedness, and to secure the payment of any thereof and of the interest

thereon by mortgage upon or pledge, conveyance or assignment in trust of the whole or any part of the property of the corporation, whether at the time owned or thereafter acquired, and to sell, pledge or otherwise dispose of such bonds or other obligations of the corporation for its corporate purposes.

(10) To purchase, hold, sell and transfer the shares of its own capital stock; provided it shall not use its funds or property for the purchase of its own shares of capital stock when such use would cause any impairment of its capital except as otherwise permitted by law, and provided further that shares of its own capital stock belonging to it shall not be voted upon directly or indirectly.

(11) To have one or more offices, to carry on all or any of its operations and business and without restriction or limit as to amount to purchase or otherwise acquire, hold, own, mortgage, sell, convey, or otherwise dispose of real and personal property of every class and description in any of the States, Districts, Territories or Colonies of the United States, and in any and all foreign countries, subject to the laws of such State, District, Territory, Colony or Country.

(12) In general, to carry on any other business in connection with the foregoing, and to have and exercise all the powers conferred by the laws of Delaware upon corporations formed under the act hereinafter referred to, and to do any or all of the things hereinbefore set forth to the same extent as natural persons might or could do.

The objects and purposes specified in the foregoing clauses shall, except where otherwise expressed, be in no wise limited or restricted by reference to, or inference from, the terms of any other clause in this Agreement of Merger, but the objects and purposes specified in each of the foregoing clauses of this article shall be regarded as independent objects and purposes.

SIXTH: The total number of shares of stock which the surviving corporation shall have authority to issue is, inclusive of the Two Hundred and Fifty (250) common shares without par value already issued, Five Hundred and Fifty (550) common shares without par value.

SEVENTH: The manner of converting the shares of the constituent corporations into shares of the surviving corporation shall be as follows:

The Two Hundred and Fifty (250) shares of common stock without par value of Sohio Pipe, already issued and outstanding, shall remain unchanged and outstanding and shall constitute outstanding shares of the surviving corporation.

On presentation and delivery by the sole stockholder of Michigan-Toledo, for cancellation, of the certificates representing the One Thousand (1,000) voting common shares without par value and the One Thousand (1,000) non-voting common shares without par value, of said corporation, said shares shall be cancelled and the surviving corporation shall issue to said sole stockholder Two Hundred and Sixty (260) shares of authorized but unissued common stock without par value of said surviving corporation, and shall deliver to said sole stockholder a certificate representing such new shares.

EIGHTH: The surviving corporation shall have perpetual existence.

NINTH: The private property of the stockholders of the surviving corporation shall not be subject to the payment of corporate debts to any extent whatever.

TENTH: The by-laws of Sohio Pipe as amended shall remain and be the by-laws of the surviving corporation, and all resolutions of the Board of Directors or stockholders of Sohio Pipe, now in effect, shall remain in effect as resolutions of the surviving corporation until such by-laws or resolutions shall be altered or amended according to the provisions therein, either by the Board of Directors or stockholders of the surviving corporation.

The directors and officers of Sohio Pipe, to-wit:

President	W. T. Holliday	Cleveland, Ohio
Vice President	W. J. Semple	Cleveland, Ohio
Vice President	S. A. Swensrud	Cleveland, Ohio
Vice President	J. F. Wilson	Cleveland, Ohio
Secretary	C. D. Brown	Cleveland, Ohio
Treasurer	W. J. Semple	Cleveland, Ohio
Directors:	W. T. Holliday	Cleveland, Ohio
	A. M. Maxwell	Cleveland, Ohio
	W. J. Semple	Cleveland, Ohio
	A. A. Stanbaugh	Cleveland, Ohio
	Wm. A. McAfee	Cleveland, Ohio
	S. A. Swensrud	Cleveland, Ohio
	G. W. Hanneken	Cleveland, Ohio

shall be and remain directors and officers of the surviving corporation until their successors are elected and qualified unless their terms are sooner ended by death, resignation, disqualification or removal from office.

The surviving corporation shall pay all expenses of carrying this agreement into effect and accomplishing the merger.

ELEVENTH: In furtherance, and not in limitation of the powers conferred by statute, the Board of Directors of the surviving corporation is expressly authorized:

To make, alter or repeal the by-laws of the corporation to such extent and in such manner as may be provided by the by-laws.

To authorize and cause to be executed mortgages and liens upon the real and personal property of the corporation.

To set apart out of any of the funds of the corporation available for dividends a reserve or reserves for any proper purpose or to abolish any such reserve in the manner in which it was created.

By resolution or resolutions, passed by a majority of the whole board to designate one or more committees, each committee to consist of two or more of the directors of the corporation, which, to the extent provided in said resolution or resolutions or in the by-laws of the corporation, shall have and may exercise the powers of the board of directors in the management of the business and affairs of the corporation,

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and may have power to authorize the seal of the corporation to be affixed to all papers which may require it. Such committee or committees shall have such name or names as may be stated in the by-laws of the corporation or as may be determined from time to time by resolution adopted by the board of directors.

When and as authorized by the affirmative vote of the holders of a majority of the stock issued and outstanding having voting power given at a stockholders' meeting duly called for that purpose, or when authorized by the written consent of the holders of a majority of the voting stock issued and outstanding, to sell, lease or exchange all of the property and assets of the corporation, including its good will and its corporate franchises, upon such terms and conditions and for such consideration, which may be in whole or in part shares of stock in, and/or other securities of, any other corporation or corporations, as its board of directors shall deem expedient and for the best interests of the corporation.

The corporation may in its by-laws confer powers upon its board of directors in addition to the foregoing, and in addition to the powers and authorities expressly conferred upon it by statute.

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TWELFTH: Whenever a compromise or arrangement is proposed between the surviving corporation and its creditors or any class of them and/or between such corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of such corporation or of any creditor or stockholder thereof, or on the application of any receiver or receivers appointed for such corporation under the provisions of Section 3883 of the Revised Code of 1915 of said State, or on the application of trustees in dissolution or of any receiver or receivers appointed for such corporation under the provisions of Section 43 of the General Corporation Law of the State of Delaware, order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of such corporation, as the case may be, to be summoned in such manner as the said Court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of such corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of such corporation as consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the Court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of such

corporation, as the case may be, and also on such corporation.

THIRTEENTH: Both stockholders and directors shall have power, if the by-laws so provide, to hold their meetings, and to have one or more offices within or without the State of Delaware and to keep the books of this corporation (subject to the provisions of the statutes), outside of the State of Delaware at such places as may be from time to time designated by the board of directors.

FOURTEENTH: Notwithstanding any provisions of the General Corporation Law of the State of Delaware requiring for any specific action a vote, or in the alternative the written consent, of the holders of shares of any class or classes of the surviving corporation entitled either by the provisions of this Agreement of Merger or by law to exercise a percentage of the voting power of such corporation greater than a majority, any such action on behalf of such corporation may be taken by the vote (or, in cases where the General Corporation Law of the State of Delaware permits a written consent of shareholders as an alternative to a vote, then by written consent) of the holders of shares of such corporation entitling them to exercise a majority only of the voting power of such corporation with respect to such action.

FIFTEENTH: In the absence of fraud, no contract or other transaction between the surviving corporation and any

other corporation, and no act of the surviving corporation, shall in any way be affected or rescinded by the fact that any of the directors of the surviving corporation are pecuniarily or otherwise interested in or are directors or officers of such other corporation.

SIXTEENTH: If at any time the surviving corporation shall consider or be advised that any further assignments or assurances in the law or any things are necessary or desirable to vest in said surviving corporation, according to the terms hereof, the title to any property or rights of Michigan-Toledo, the proper officers and directors of said corporation shall and will execute and make all such proper assignments and assurances in the law and do all things necessary or proper to vest title in such property or rights in the surviving corporation, and otherwise to carry out the purposes of this Agreement of Merger.

SEVENTEENTH: This Agreement of Merger shall be filed in the office of the Secretary of State of Delaware and a copy thereof shall be filed in the office of the Recorder of Deeds for New Castle County, and shall be effective upon the filing thereof in the office of the Secretary of State of Delaware.

The surviving corporation may have the right to amend, alter, change or repeal any provision contained in this

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Agreement of Merger which could be contained in the certificate of incorporation of a corporation formed under the laws of the State of Delaware in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

IN WITNESS WHEREOF, the parties to this agreement, pursuant to authority duly given by their respective boards of directors have caused these presents to be executed by a majority of the Board of Directors of each party hereto, and the corporate seal affixed.

SCHEIDT PIPE LINE COMPANY

By

W. J. Houding
S. A. Armstrong
W. F. Hump
G. W. Hammett

ATTEST:

Chas. E. Smith
Secretary

A majority of the Board of Directors

MICHIGAN-TOLEDO PIPE LINE COMPANY

By

W. J. Houding
W. F. Hump
S. A. Armstrong
S. K. Elliott

ATTEST:

W. F. Hump
Secretary

A majority of the Board of Directors

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I, CALVIN D. BROWN, Secretary of Sohio Pipe Line Company, a corporation organized and existing under the laws of the State of Delaware, hereby certify, as such Secretary and under the seal of the said corporation, that the Agreement of Merger to which this certificate is attached, after having been first duly signed on behalf of the said corporation by a majority of the directors thereof and having been signed by a majority of the directors of Michigan-Toledo Pipe Line Company, a corporation of the State of Delaware, was duly adopted by the written consent of the sole stockholder holding all the 250 shares of the capital stock of the corporation issued and outstanding, and that a signed copy of the consent is attached hereto and made a part of the Agreement of Merger.

WITNESS my hand and the seal of said Sohio Pipe Line Company on this 24th day of December, 1940.


Secretary

I, WILLIAM J. SEMPLE, Secretary of Michigan-Toledo Pipe Line Company, a corporation organized and existing under the laws of the State of Delaware, hereby certify, as such Secretary and under the seal of the said corporation, that the Agreement of Merger to which this certificate is attached, after having been first duly signed on behalf of said corporation by a

majority of the directors thereof and having been signed
by a majority of the directors of Sohio Pipe Line Company,
a corporation of the State of Delaware, was duly adopted by
the written consent of the sole stockholder of the corpor-
ation, holding all the 1,000 non-voting common shares without
par value and all the 1,000 voting common shares without
par value, of this corporation, the same being all of the
shares issued and outstanding, and that a signed copy of the
consent is attached hereto and made a part of the Agreement
of Merger.

WITNESS my hand and the seal of said Michigan-
Toledo Pipe Line Company on this 24th day of December, 1940.



[Signature]
Secretary

The above Agreement of Merger, having been duly ex-
ecuted by a majority of the Board of Directors of each cor-
porate party thereto, and having been adopted in accordance
with the provisions of the General Corporation Law of the State
of Delaware, and that fact having been certified on said Agree-
ment of Merger by the Secretary of each corporate party thereto,
the President and Secretary of each corporate party thereto do
now hereby execute the said Agreement of Merger under the corporate

seals of their respective corporations, by authority of the
directors thereof, as the respective act, deed and agree-
ment of each of said corporations, on this 24th day of December,
1940.

SOHIO PIPE LINE COMPANY

W. J. Hourday
President

C. W. Brown
Secretary

ATTEST:

C. W. Brown
Secretary

MICHIGAN-TOLEDO PIPE LINE COMPANY

W. J. Hourday
President

W. B. Kump
Secretary

ATTEST:

W. B. Kump
Secretary

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STATE OF OHIO,)
) SS.:
COUNTY OF CUYAHOGA.)

BE IT REMEMBERED that on this 24th day of December,
1940, personally came before me, Rufus S. Day, Jr.,
a Notary Public in and for the county and state aforesaid,
W. T. HOLLIDAY, President of Sohio Pipe Line Company, a corpor-
ation of the State of Delaware and one of the corporations de-
scribed in and which executed the foregoing Agreement of Merger,
known to me personally to be such, and he the said W. T. Holliday
as such President duly executed said Agreement of Merger before
me and acknowledged said Agreement of Merger to be the act, deed
and agreement of said Sohio Pipe Line Company, that the signatures
of the said President and the Secretary of said corporation to
said foregoing Agreement of Merger are in the handwriting of
said President and Secretary of said Sohio Pipe Line Company, and
that the seal affixed to said Agreement of Merger is the common
corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and
seal of office the day and year aforesaid.

Rufus S. Day, Jr.
Notary Public

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STATE OF OHIO,)
) SS.:
COUNTY OF CUYAHOGA.)

BE IT REMEMBERED that on this 24th day of December,
1940, personally came before me, Rufus S. Day, Jr.,
a Notary Public in and for the county and state aforesaid,
W. T. HOLLIDAY, President of Michigan-Toledo Pipe Line Company,
a corporation of the State of Delaware and one of the corpor-
ations described in and which executed the foregoing Agreement
of Merger, known to me personally to be such, and he the said
W. T. Holliday as such President duly executed said Agreement
of Merger before me and acknowledged said Agreement of Merger
to be the act, deed and agreement of said Michigan-Toledo Pipe
Line Company, that the signatures of the said President and the
Secretary of said corporation to said foregoing Agreement of
Merger are in the handwriting of said President and Secretary
of said Michigan-Toledo Pipe Line Company, and that the seal af-
fixed to said Agreement of Merger is the common corporate seal
of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and
seal of office the day and year aforesaid.

Rufus S. Day, Jr.
Notary Public

CONSENT TO AGREEMENT OF MERGER

The Standard Oil Company, being the sole owner of all the issued and outstanding shares of Sohio Pipe Line Company, hereby consents to and adopts the Agreement of Merger between said corporation and Michigan-Toledo Pipe Line Company, which Agreement was entered into and executed on behalf of the said two corporations by their respective boards of directors, this 24th day of December, 1940.

Dated at Cleveland, Ohio, this 24th day of December, 1940.

THE STANDARD OIL COMPANY

By

W. J. Houday
President

ATTEST:

W. B. Kump
Secretary

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CONSENT TO AGREEMENT OF MERGER

The Standard Oil Company, being the sole owner of all the issued and outstanding shares of Michigan-Toledo Pipe Line Company, hereby consents to and adopts the Agreement of Merger between said corporation and Sohio Pipe Line Company, which Agreement of Merger was entered into and executed on behalf of the said two corporations by their respective boards of directors this 24th day of December, 1940.

Dated at Cleveland, Ohio, this 24th day of December, 1940.

THE STANDARD OIL COMPANY

By

W. F. Howland
President

ATTEST:

W. F. Howland
Secretary



60034

25-41

CERTIFICATE OF AMENDMENT

We, W. T. HOLLIDAY, President, and C. D. BROWN, Secretary, of SOHIO PIPE LINE COMPANY, a Delaware corporation, hereby certify:

1. That at a meeting of the Board of Directors of said corporation duly called and held October 22, 1941, said Board declared it advisable that Articles SIXTH and SEVENTH of the Agreement of Merger between this corporation and Michigan-Toledo Pipe Line Company, a Delaware corporation, executed December 24, 1940, and effective December 26, 1940, be amended to read as follows:

"SIXTH: The total number of shares of stock which the surviving corporation shall have authority to issue is Five Hundred Fifty (550) common shares having a par value of \$100.00 each.

"SEVENTH: The manner of converting the shares of the constituent corporations into shares of the surviving corporation shall be as follows:

"On presentation and delivery by the sole stockholder of Sohio Pipe, for cancellation, of the certificates representing the Two Hundred Fifty (250) shares of common stock without par value of Sohio Pipe, said shares shall be cancelled and the surviving corporation shall issue to said sole stockholder Two Hundred Fifty (250) shares of authorized \$100.00 per value common stock of said surviving corporation and shall deliver to said

sole stockholder a certificate representing such new shares.

"On presentation and delivery by the sole stockholder of Michigan-Toledo, for cancellation, of the certificates representing the One Thousand (1,000) voting common shares without par value and the One Thousand (1,000) non-voting common shares without par value of said corporation, said shares shall be cancelled and the surviving corporation shall issue to said sole stockholder Two Hundred Sixty (260) shares of authorized \$100.00 par value common stock of said surviving corporation, and shall deliver to said sole stockholder the certificate representing such new shares."

2. That on the same date, October 22, 1941, pursuant to Section 81 of the Corporation Law of Delaware, a written consent to the above amendment was given by The Standard Oil Company, an Ohio corporation, which is sole stockholder of said Sohio Pipe Line Company, and was, immediately previous to the effective date of said Agreement of Merger, the sole stockholder of said Michigan-Toledo Pipe Line Company.
3. That said amendment was thereby duly adopted by said Sohio Pipe Line Company, in accordance with the provisions of Section 26 of the Delaware Corporation Law.
4. That the capital of said Sohio Pipe Line Company will not be reduced by reason of said amendment.

IN WITNESS WHEREOF, we have hereunto set our hands
and the seal of said corporation this 11th day of November,
1941.

W. T. Holliday

President
Sohio Pipe Line Company

Carl Durr

Secretary
Sohio Pipe Line Company



STATE OF OHIO :
SS
COUNTY OF CUYAHOGA :

Before me, a Notary Public in and for said County
and State, personally appeared the above-named W. T. Holliday,
President of Sohio Pipe Line Company, who acknowledged that
he signed the foregoing instrument and that the same is his
free act and deed, and the free act and deed of said corpora-
tion.

IN TESTIMONY WHEREOF, I have hereunto set my hand
and official seal, at Cleveland, Ohio, this 11th day of
November, 1941.

Rufus S. Day, Jr.

Notary Public
RUFUS S. DAY, JR., Notary Public
My commission expires Jan. 10, 1942.



1-2-42

CERTIFICATE OF AMENDMENT

We, W. T. HOLLIDAY, President, and C. D. BROWN, Secretary,
of SCHIO PIPE LINE COMPANY, a Delaware corporation, hereby certify:

1. That at a meeting of the Board of Directors of said Corporation duly called and held on December 31, 1941, at which meeting a quorum of the Directors was present and voting, a resolution, of which the following is a true and correct copy, was unanimously adopted, and is in full force and effect on this date:

"RESOLVED, that the action of the Board of Directors of this Company taken at the meeting of the Board of Directors held October 22, 1941 declaring it advisable to amend and amending Articles SIXTH and SEVENTH of the Agreement of Merger between this Corporation and Michigan-Toledo Pipe Line Company, a Delaware corporation, dated December 24, 1940, be and the same is hereby rescinded and cancelled.

"FURTHER RESOLVED, That this Board of Directors hereby authorizes and directs the President or any Vice President and the Secretary or any Assistant Secretary of this Company to execute in the name of and on behalf of the Company and to file with the Secretary of the State of Delaware a certificate reciting that Articles SIXTH and SEVENTH of the aforesaid Agreement of Merger be and the same are hereby amended to read in all respects as originally set forth therein, i.e., as follows:

"SIXTH: The total number of shares of stock which the surviving corporation shall have authority to issue is, inclusive of the Two hundred and Fifty (250) common shares without par value already issued, Five hundred and Fifty (550) common shares without par value.

"SEVENTH: The manner of converting the shares of the constituent corporations into shares of the surviving corporation shall be as follows:

"The Two Hundred and Fifty (250) shares of common stock without par value of Sohio Pipe, already issued and outstanding, shall remain unchanged and outstanding and shall constitute outstanding shares of the surviving corporation.

"On presentation and delivery by the sole stockholder of Michigan- Toledo, for cancellation, of the certificates representing the One Thousand (1,000) voting common shares without par value and the One Thousand (1,000) non-voting common shares without par value, of said corporation, said shares shall be cancelled and the surviving corporation shall issue to said sole stockholder Two Hundred and Sixty (260) shares of authorized but unissued common stock without par value of said surviving corporation, and shall deliver to said sole stockholder a certificate representing such new shares."

2. That on the same date, December 31, 1941, pursuant to Section 81 of the Corporation Law of Delaware a written consent to the above amendment and to the adoption of the above resolution was given by The Standard Oil Company (an Ohio corporation), which is and on said date was the sole stockholder of Sohio Pipe Line Company, and which was immediately previous to the effective date of said Agreement of Merger the sole stockholder of said Michigan-Toledo Pipe Line Company.

3. That said amendment was duly adopted by said Sohio Pipe Line Company in accordance with the provisions of Section 26 of the Delaware Corporation Law.

4. That the capital of said Sohio Pipe Line Company will not be reduced by reason of said amendment.

IN WITNESS WHEREOF, we have hereunto set our hands and

the seal of said Corporation this 31st day of December,
1941.



W. T. Holliday
President, Sohio Pipe Line Company
C. D. Brown
Secretary, Sohio Pipe Line Company

STATE OF OHIO,)
COUNTY OF CUYAHOGA.) SS: _____

Before me, a Notary Public in and for said County and State, personally appeared the above-named W. T. Holliday, President, and C. D. Brown, Secretary of Sohio Pipe Line Company, who acknowledged that they signed the foregoing instrument and that the same is their free act and deed, and the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio this 31st day of December, 1941.

M. E. Newcomer
Notary Public

12-29-50

AGREEMENT OF MERGER

THIS AGREEMENT OF MERGER, dated December 26th 1950, made by and between Sohio Pipe Line Company, a Delaware corporation, hereinafter referred to as the "Surviving Corporation", and Sohio Western Pipelines, Inc., an Ohio corporation, hereinafter referred to as "Western",

WITNESSETH THAT,

WHEREAS, the aforesaid corporations deem it advisable that Western merge into the Surviving Corporation, which shall continue to be known as "Sohio Pipe Line Company", and that said Surviving Corporation merge into itself Western, as authorized by the statutes of the State of Delaware and the statutes of the State of Ohio, under and pursuant to the terms and conditions set forth hereinafter; and

WHEREAS, said Surviving Corporation has heretofore been duly organized under and by virtue of the General Corporation Law of the State of Delaware under the name of Clay City Pipe Line Company, a certificate of incorporation for which was filed in the office of the Secretary of State on October 18, 1937, and recorded in the office of the Recorder of Deeds for the County of New Castle on October 18, 1937, and an amendment to which certificate of incorporation changing the name of said corporation to Sohio Pipe Line Company was filed in the office of said Secretary of State on June 23, 1939, and recorded in the office of the Recorder of Deeds for the County of New Castle on June 23, 1939; and

WHEREAS, said Surviving Corporation was a party to an agreement of merger entered into by and between it and Michigan-Toledo Pipe Line Company, a Delaware corporation, which said agreement of merger was filed in the office of the Secretary of State on December 26, 1940, and recorded in the office of the Recorder of Deeds for the County of New Castle on December 26, 1940, amended by a certificate of amendment filed in the office of the Secretary of State on November 25, 1941 and recorded in the office of the Recorder of Deeds for the County of New Castle on January 2, 1942, and further amended by a Certificate of Amendment filed in the office of the Secretary of State on January 2, 1942, and recorded in the office of the Recorder of Deeds for the County of New Castle on January 2, 1942; and

WHEREAS, said Surviving Corporation has an authorized capital stock consisting of five hundred fifty (550) shares of common stock, without par value, of which five hundred ten (510) shares are now issued and outstanding; and

WHEREAS, Western has heretofore been duly organized under and by virtue of the General Corporation Act of the State of Ohio, a certificate of incorporation of which corporation was filed in the office of the Secretary of State of Ohio on October 30, 1944, and recorded in Volume 497, page 223 of the Records of Incorporations; and

WHEREAS, Western has an authorized capital consisting of ten thousand (10,000) shares of common stock, having a par value of One Dollar (\$1.00) each, of which five thousand one hundred ninety-five (5,195) shares are now issued and outstanding; and

WHEREAS, the principal office of the Surviving Corporation in the State of Delaware is located at 100 West Tenth Street, City of Wilmington, County of New Castle, and the name and address of its resident agent is, Corporation Trust Company, 100 West Tenth Street, Wilmington, Delaware; and

WHEREAS, the principal offices of the Surviving Corporation and of Western are Midland Building, Cleveland, Cuyahoga County, Ohio, and the name and address of the resident agent of Western in the State of Ohio is A. E. Wolf, Midland Building, Cleveland, Ohio;

NOW, THEREFORE, the aforesaid corporations, parties to this Agreement, by and between their respective boards of directors and duly authorized officers HAVE AGREED and DO AGREE each with the other that the Surviving Corporation merge into itself, Western, and that Western be merged into the Surviving Corporation, pursuant to the laws of the State of Delaware and to the laws of the State of Ohio in such cases made and provided, and do hereby agree upon and prescribe the terms and conditions of said merger and of carrying the same into effect, and that the within Agreement shall constitute under the laws of Delaware, the Certificate of Incorporation of the Surviving Corporation.

ARTICLE I

The Surviving Corporation hereby merges into itself, Western, and Western is hereby merged into the Surviving Corporation, and each of the parties hereto hereby agrees and prescribes that the laws which shall continue to govern the Surviving Corporation, Sohio Pipe Line Company, shall be the laws of the State of Delaware, and that the name of such Surviving Corporation, unless and until changed in the manner provided by law, shall continue to be "Sohio Pipe Line Company".

ARTICLE II

The principal office of the Surviving Corporation in the State of Delaware is and shall be located at 100 West Tenth Street, City of Wilmington, County of New Castle, and the name and address of its resident agent is and shall be The Corporation Trust Company, No. 100 West Tenth Street, Wilmington, Delaware.

ARTICLE III

The nature of the business and object and purposes to be transacted, promoted or carried on by the Surviving Corporation are as follows:

- (1) To lay, construct, maintain, own, lease, purchase and operate a pipe line or pipe lines.

(2) To transport for hire, by means of such pipe line or pipe lines, oil, crude petroleum, and all products derived therefrom or similar thereto, natural and artificial gas, casinghead gasoline and any other liquids or gases.

(3) To purchase or otherwise acquire, own, lease, occupy and use rights of way and such other property, real and personal, as may be incidental to, necessary for or useful in the establishment, maintenance, operation and conduct of such business.

(4) To acquire, own, lease, construct, maintain and operate pumping stations, compressing stations, storage stations, boosters, private telephone and telegraph lines, and all other facilities incidental to, necessary for or useful in carrying out the objects and purposes above set forth.

(5) To acquire, and pay for in cash, stocks or bonds of this corporation or otherwise, the good-will, rights, assets and property, and to undertake or assume the whole or any part of the obligations or liabilities of any person, firm, association or corporation.

(6) To acquire, hold, use, sell, assign, lease, grant licenses in respect of, mortgage or otherwise dispose of letters patent of the United States or any foreign country, patent rights, licenses and privileges, inventions, improvements and processes, copyrights, trademarks and trade names, relating to or useful in connection with any business of this corporation.

(7) To guarantee, purchase, hold, sell, assign, transfer, mortgage, pledge or otherwise dispose of shares of the capital stock of, or any bonds, securities or evidences of indebtedness created by any other corporation or corporations organized under the laws of this State or any other state, country, nation or government, and while the owners thereof, to exercise all the rights, powers and privileges of ownership, including the right to vote thereon.

(8) To enter into, make and perform contracts of every kind and description with any person, firm, association, corporation, municipality, county, state, body politic or government or colony or dependency thereof.

(9) To borrow or raise moneys for any of the purposes of the corporation and, from time to time, without limit as to amount, to draw, make, accept, endorse, execute and issue promissory notes, drafts, bills of exchange, warrants, bonds, debentures and other negotiable or non-negotiable instruments and evidence of indebtedness, and to secure the payment of any thereof and of the interest thereon by mortgage upon or pledge, conveyance or assignment in trust of the whole or any part of the property of the corporation, whether at the time owned or thereafter acquired, and to sell, pledge or otherwise dispose of such bonds or other obligations of the corporation for its corporate purposes.

(10) To purchase, hold, sell and transfer the shares of its own capital stock; provided it shall not use its funds or properties for the purchase of its own shares of capital stock when such use would cause any impairment of its capital except as otherwise permitted by law, and provided further that shares of its own capital stock belonging to it shall not be voted upon directly or indirectly.

(11) To have one or more offices, to carry on all or any of its operations and business and without restriction or limit as to amount to purchase or otherwise acquire, hold, own, mortgage, sell, convey, or otherwise dispose of real and personal property of every class and description in any of the States, Districts, Territories or Colonies of the United States, and in any and all foreign countries, subject to the laws of such State, District, Territory, Colony or Country.

(12) In general, to carry on any other business in connection with the foregoing, and to have and exercise all the powers conferred by the laws of Delaware upon corporations formed under the act hereinafter referred to, and to do any or all of the things hereinbefore set forth to the same extent as natural persons might or could do.

The objects and purposes specified in the foregoing clauses shall, except where otherwise expressed, be in no wise limited or restricted by reference to, or inference from, the terms of any other clause in this Agreement of Merger, but the objects and purposes specified in each of the foregoing clauses of this Article shall be regarded as independent objects and purposes.

ARTICLE IV

The total number of shares of stock which the Surviving Corporation shall have authority to issue is twenty thousand (20,000) common shares, having a par value of Ten Dollars (\$10) each.

ARTICLE V

The manner of converting the shares of the constituent corporations into the shares of the Surviving Corporation shall be as follows:

- (a) in exchange and in substitution for and in the extinguishment of all of the Surviving Corporation's presently outstanding five hundred ten (510) shares of common stock without par value, there shall be issued 14,765 shares of stock of the Surviving Corporation having par value of Ten Dollars (\$10) each;
- (b) in exchange and in substitution for and in extinguishment of all of Western's presently outstanding 5,195 shares of common stock having par value of One Dollar (\$1) per share, there shall be issued, 1,000 shares of the common stock of the Surviving Corporation having par value of Ten Dollars (\$10) each.

Certificates representing the shares of the Surviving Corporation so to be issued in exchange and substitution will be executed and delivered by the Surviving Corporation to the respective shareholders entitled thereto upon delivery to the Surviving Corporation for cancellation of the particular share certificates representing the presently outstanding shares of either corporate party hereto then held by such shareholder and in accordance with the basis of exchange above provided.

ARTICLE VI

The capital with which the Surviving Corporation will begin business on the effective date of this merger shall be equal to the aggregate par value of the shares issued pursuant hereto, or which may thereafter be so issued, in exchange for the shares of the constituent corporations. The difference between (1) the total of the stated capital of Sohio Pipe Line Company as of December 31, 1950, and the capital of Western as of such date, and (2) the capital with which the Surviving Corporation shall begin business as aforesaid, shall be treated as capital surplus of the Surviving Corporation as will the total of the capital surplus appearing on Sohio Pipe Line Company's balance sheet as of December 31, 1950, and the capital surplus appearing on Western's balance sheet as of such time. The earned surpluses of Sohio Pipe Line Company as indicated by its balance sheet of December 31, 1950 shall be combined with the corresponding earned surpluses of Western as indicated by the balance sheet of December 31, 1950 and the totals so arrived at shall constitute, be treated as, and hereby are declared to be, the earned surpluses of the Surviving Corporation upon the effective date of this agreement.

ARTICLE VII

The Surviving Corporation shall have perpetual existence.

ARTICLE VIII

The private property of the stockholders of the Surviving Corporation shall not be subject to the payment of corporate debt to any extent whatever.

ARTICLE IX

The within merger shall be effective as of 12:01 A.M. January 1, 1951 provided this Agreement shall have been filed with the Secretary of State of the State of the Delaware before such time, or upon such filing in the event such filing occurs after such time.

ARTICLE X

The Surviving Corporation shall possess all the rights, privileges, powers and franchises as well of a public as of a private nature and be subject to all the restrictions, disabilities and duties of each of the corporations, parties to this Agreement, and all and singular, the rights, privileges, powers and franchises of each of said corporations and all property, real, personal and mixed and all debts due to each of said corporations on whatever account, as well for stock subscriptions as all other things in action or belonging to each of said corporations shall be vested in the Surviving Corporation; and all property, rights and privileges, powers and franchises and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of the several and constituent corporations, and the title to any real estate, whether by deed or otherwise, vested in either of said corporations, parties hereto, shall not revert or be in any way impaired by reason of this merger; provided that all rights of creditors and all liens upon the property of either of said corporations, parties hereto, shall be preserved unimpaired, and all debts, liabilities and duties of Western shall thenceforth attach to said Surviving Corporation, and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it.

ARTICLE XI

The by-laws of Sohio Pipe Line Company, as amended, shall remain and be the by-laws of the Surviving Corporation, and all resolutions of the Board of Directors or stockholders of Sohio Pipe Line Company, now in effect, shall remain in effect as resolutions of the Surviving Corporation until such by-laws or resolutions shall be altered or amended according to the provisions therein, either by the Board of Directors or stockholders of the Surviving Corporation.

The names and addresses of the persons who shall constitute the directors and officers of Sohio Pipe Line Company upon the effective date of this merger, and their respective terms of office, are:

Directors

M. E. Newcomer,	Cleveland, Ohio
G. W. Hazlett,	Cleveland, Ohio
R. A. Colbert,	Cleveland, Ohio
J. D. Harnett,	St. Louis, Missouri
E. O. Hutzal,	Cleveland, Ohio.

Officers

President	M. E. Newcomer, Cleveland, Ohio
Vice Presidents	J. D. Harnett, St. Louis, Missouri J. R. Shipley, Jr., St. Louis, Missouri E. O. Hutzal, Cleveland, Ohio.
Treasurer	C. W. Plum, Cleveland, Ohio
Assistant Treasurer	H. W. Pattison, Cleveland, Ohio. W. E. McKee, St. Louis, Missouri
Secretary	H. W. Pattison, Cleveland, Ohio.
Assistant Secretary	E. O. Hutzal, Cleveland, Ohio. W. E. McKee, St. Louis, Missouri

Term of Office

Each of the directors shall hold office until the next annual meeting of the shareholders to be held on the third Tuesday in March of the year 1951, and until their successors are elected and qualified.

Each of the aforesaid officers shall hold his office at the pleasure of the Board of Directors, provided that unless otherwise ordered, each officer shall hold his office until the next annual election of officers to be held at the annual meeting of the Board of Directors following the aforesaid annual meeting of the shareholders and until his successors shall be elected and qualified.

ARTICLE XII

In furtherance, and not in limitation of the powers conferred by statute, the Board of Directors of the Surviving Corporation is expressly authorized:

To make, alter or repeal the by-laws of the corporation to such extent and in such manner as may be provided by the by-laws.

To authorize and cause to be executed mortgages and liens upon the real and personal property of the corporation.

To set apart out of any of the funds of the corporation available for dividends a reserve or reserves for any proper purpose or to abolish any such reserve in the manner in which it was created.

By resolution or resolutions, passed by a majority of the whole Board to designate one or more committees, each committee to consist of two or more of the directors of the corporation, which, to the extent provided in said resolution or resolutions or in the by-laws of the corporation shall have and may exercise the powers of the Board of Directors in the management of the business and affairs of the corporation, and may have power to authorize the seal of the corporation to be affixed to all papers which may require it. Such committee or committees shall have such name or names as may be stated in the by-laws of the corporation or as may be determined from time to time by resolution adopted by the Board of Directors.

When and as authorized by the affirmative vote of the holders of a majority of the stock issued and outstanding having voting power given at a stockholders' meeting duly called for that purpose, or when authorized by the written consent of the holders of a majority of the voting stock issued and outstanding, to sell, lease or exchange all of the property and assets of the corporation, including its goodwill and its corporate franchises, upon such terms and conditions and for such consideration, which may be in whole or in part shares of stock in, and/or other securities of, any other corporation or corporations, as its Board of Directors shall deem expedient and for the best interests of the corporation.

The corporation may in its by-laws confer powers upon its Board of Directors in addition to the foregoing, and in addition to the powers and authorities expressly conferred upon it by the statute.

ARTICLE XIII

Whenever a compromise or arrangement is proposed between the ~~Surviv-~~^{ing} Corporation and its creditors or any class of them and/or between such corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of such corporation or of any creditor or stockholder thereof, ~~for an~~ application of any receiver or receivers appointed for such corporation under the provisions of Section 3883 of the Revised Code of 1915 of such State, or on the application of trustees in dissolution or of any receiver or receivers appointed for such corporation under the provisions of Section 43 of the General Corporation Law of the State of Delaware, order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of such corporation, as the case may be, to be summoned in such manner as the said Court directs. If a majority in number representing three-fourths in value of the creditors or class of

creditors, and/or of the stockholders or class of stockholders of such corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of such corporation as consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the Court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of such corporation, as the cases may be, and also on such corporation.

ARTICLE XIV

Both stockholders and directors shall have power, if the by-laws so provide, to hold their meetings, and to have one or more offices within or without the State of Delaware and to keep the books of this corporation (subject to the provisions of the statutes), outside of the State of Delaware at such places as may be from time to time designated by the Board of Directors.

ARTICLE XV

Notwithstanding any provisions of the General Corporation Law of the State of Delaware requiring for any specific action a vote, or in the alternative the written consent, of the holders of shares of any class or classes of the Surviving Corporation entitled either by the provisions of this Agreement of Merger or by law to exercise a percentage of the voting power of such corporation greater than a majority, any such action on behalf of such corporation may be taken by the vote (or, in cases where the General Corporation Law of the State of Delaware permits a written consent of shareholders as an alternative to a vote, then by written consent) of the holders of shares of such corporation entitling them to exercise a majority only of the voting power of such corporation with respect to such action.

ARTICLE XVI

In the absence of fraud, no contract or other transaction between the Surviving Corporation and any other corporation, and no act of the Surviving Corporation, shall in any way be affected or rescinded by the fact that any of the directors of the Surviving Corporation are pecuniarily or otherwise interested in or are directors or officers of such other corporation.

ARTICLE XVII

If at any time the Surviving Corporation shall consider or be advised that any further assignments or assurances in the law or any things are necessary or desirable to vest in said Surviving Corporation, according to the terms hereof, the title to any property or rights of Western, the proper officers and directors of said corporation shall and will execute and make all such proper assignments and assurances in the law, and do all things necessary or proper to vest title in such property or rights in the Surviving Corporation, and otherwise to carry out the purposes of this Agreement of Merger.

ARTICLE XVIII

A. E. Wolf, Midland Building, Cleveland 15, Cuyahoga County, Ohio, a natural person and now a resident of said County, is hereby irrevocably appointed, as the person on whom process against Sohio-Western Pipelines, Inc. may be served as provided in Section 8623-67 II (4) (a) and (b) of the Ohio General Code. No other appointment or designation for the State of Ohio is made hereby for the reason that the Surviving Corporation does not seek to become a licensed foreign corporation in the State of Ohio by the filing hereof with the Secretary of State of the State of Ohio.

ARTICLE XIX

The Surviving Corporation may have the right to amend, alter, change or repeal any provision contained in this Agreement of Merger which could be contained in the certificate of incorporation of a corporation formed under the laws of the State of Delaware in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

ARTICLE XX

The Surviving Corporation shall pay all expenses of carrying this agreement into effect and accomplishing the merger.

IN WITNESS WHEREOF, Sohio Pipe Line Company, pursuant to authority duly given by its Board of Directors, has caused the foregoing Agreement of Merger to be executed by a majority of its directors and its corporate seal to be affixed thereto; and the President and Secretary of Sohio-Western Pipelines, Inc., have executed this Agreement of Merger and have affixed the seal of the corporation hereto pursuant to the authority of the Board of Directors of said Sohio-Western Pipelines, Inc. as evidence and certification of the fact that the foregoing

Agreement of Merger has been duly approved and adopted by the Board of Directors of Sohio Western Pipelines, Inc.

SOHIO PIPE LINE COMPANY

By

M.E. Newcomer
[Signature]
[Signature]
E.O. Hutzel

A majority of the Board of Directors

Attests:

E.O. Hutzel
Ass't. Secretary

SOHIO WESTERN PIPELINES, INC.

By

M.E. Newcomer
President

Attest:

E.O. Hutzel
Ass't. Secretary

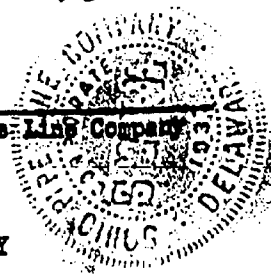
CERTIFICATION AS TO THE MANNER OF ADOPTION BY
SOHIO PIPE LINE COMPANY

I, E. O. Hutzel, Assistant Secretary of Sohio Pipe Line Company, a Delaware corporation, hereby certify as such Secretary and under the seal of said Corporation that the Agreement of Merger to which this Certificate is attached, after having been first duly signed on behalf of said Corporation by a majority of the Directors thereof and after having been duly approved by the Board of Directors of Sohio Western Pipelines, Inc., an Ohio corporation, was duly adopted by and the execution thereof by the proper officers of Sohio Pipe Line Company, & authorized, pursuant to Section 81 of the Delaware Corporation Law, by a written consent and

authorization executed by the sole stockholder holding all of the issued and outstanding capital stock of Sohio Pipe Line Company, and that a signed copy of said consent and authorization is attached hereto and made a part of said Agreement of Merger.

WITNESS MY HAND and seal of SOHIO PIPE LINE COMPANY this 26th day of December, 1950.

E. O. Hutzel
Ass't. Secretary - Sohio Pipe Line Company



CERTIFICATION AS TO THE MANNER OF ADOPTION BY
SOHIO-WESTERN PIPELINES, INC.

I, E. O. Hutzel, Ass't. Secretary of Sohio-Western Pipelines, Inc., an Ohio Corporation, hereby certify as such Secretary that the Agreement of Merger to which this Certificate is attached was duly adopted by the Board of Directors of said Corporation at a meeting thereof duly called and held on December 26th, 1950, at which a quorum of the Board was present; and that thereafter by a written instrument executed on December 26th, 1950, the sole stockholder of Sohio-Western Pipelines, Inc. owning all of the issued and outstanding capital stock of said Corporation, consented to, approved and authorized the execution of said Agreement by the proper officers of said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation this 26th day of December, 1950.

E. O. Hutzel
Ass't. Secretary - Sohio-Western Pipelines, Inc.



The above Agreement of Merger having been executed by a majority of the Board of Directors of Sohio Pipe Line Company and having been approved by the Board of Directors of Sohio-Western Pipelines, Inc., and thereafter having been adopted by and the execution of said Agreement having been consented to and authorized by the sole stockholder owning all of the issued and outstanding capital stock of Sohio Pipe Line Company, a Delaware

corporation, and of Sohio-Western Pipelines, Inc., an Ohio Corporation, the President and Assistant Secretary of each of the corporations, parties to this Agreement of Merger, do now hereby execute this Agreement of Merger under the corporate seals of their respective corporations and by authority of the directors and shareholders thereof, as the respective act, deed, and agreement of each of said corporations, and each of said corporations has caused this Agreement to be signed in its name and behalf by its President and Assistant Secretary and its corporate seal to be hereunto affixed and attested by its Assistant Secretary on this 26th day of December, 1950.

SOHIO PIPE LINE COMPANY

By M. E. Newcomer
President

Attest E. O. Hutzel
Ass't. Secretary

SOHIO-WESTERN PIPELINES, INC.

By M. E. Newcomer
President

Attest E. O. Hutzel
Ass't. Secretary

STATE OF OHIO)
) ss.
CUYAHOGA COUNTY)

BE IT REMEMBERED that on this 26th day of December, 1950, personally came before me, Richard V. Wellman, a notary public in and for the county and state aforesaid, M. E. NEWCOMER, President of Sohio Pipe Line Company, a corporation of the State of Delaware, and of Sohio-Western Pipelines, Inc., a corporation of the State of Ohio, and E. O. Hutzel, Assistant Secretary of each of the aforesaid corporations, who are personally known to me and are personally known to me to be such officers of each of the aforesaid corporations, and who acknowledged that they executed the aforesaid Agreement of Merger as such officers of each of the

respective corporations, parties to said Agreement of Merger; that the same was the act, deed and agreement of each of the said corporations; and I further certify that the signatures of the said President and the said Assistant Secretary of each of said corporations to the aforesaid Agreement of Merger are in the handwriting of the said President and the said Assistant Secretary of each of the aforesaid corporations; and that the seals affixed on behalf of said corporations, respectively, to the aforesaid Agreement of Merger are the respective common corporate seals of each of said corporations respectively.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of office the day and year aforesaid.

Richard V. Wellman

Richard V. Wellman, Notary Public

RICHARD V. WELLMAN, Notary Public

My commission expires Nov. 1, 1952



CONSENT OF AGREEMENT OF MERGER

THE STANDARD OIL COMPANY (OHIO), being the sole owner of all the issued and outstanding shares of SOHIO PIPE LINE COMPANY, a Delaware corporation, hereby consents to and adopts the Agreement of Merger between said Company, and SOHIO-WESTERN PIPELINES, INC., an Ohio corporation, which Agreement of Merger was approved and adopted on behalf of said Companies by their respective Boards of Directors the 26th day of December, 1950, and was executed on behalf of SOHIO PIPE LINE COMPANY by its Board of Directors this 26th day of December, 1950.

Dated at Cleveland, Ohio, this 26th day of December, 1950.

THE STANDARD OIL COMPANY (OHIO)

By E. J. Doherty
President

Attest A. V. Evans
Asst. Secretary

(S&S)



CONSENT OF AGREEMENT OF MERGER

THE STANDARD OIL COMPANY (OHIO), being the sole owner of all the issued and outstanding shares of SOHIO-WESTERN PIPELINES, INC., an Ohio corporation, hereby consents to and adopts the Agreement of Merger between said Corporation and SOHIO PIPE LINE COMPANY, a Delaware corporation, which Agreement of Merger was approved and adopted on behalf of said Companies by their respective Boards of Directors the 26th day of December, 1950, and was executed on behalf of SOHIO-WESTERN PIPELINES, INC. by its Board of Directors this 26th day of December, 1950.

Dated at Cleveland, Ohio, this 26th day of December, 1950.

THE STANDARD OIL COMPANY (OHIO)

By

C. J. Jorden

President

Attest

A. W. Evans

First Secretary

(SML)



00060

2-19-71

AGREEMENT OF MERGER

AGREEMENT OF MERGER, dated this 12th day of February, 1971, pursuant to Section 251 of the General Corporation Law of the State of Delaware, between BP PIPE LINE CORPORATION, a Delaware corporation, and SOHIO PIPE LINE COMPANY, a Delaware corporation.

W I T N E S S E T H:

WHEREAS, all of the constituent corporations desire to merge into a single corporation; and

WHEREAS, said Sohio Pipe Line Company, by its certificate of incorporation which was filed in the office of the Secretary of State of Delaware on October 18, 1937, and recorded in the office of the Recorder of Deeds for the County of New Castle on October 18, 1937, has an authorized capital stock consisting of Twenty Thousand (20,000) shares of common stock Ten Dollars (\$10.00) par value, of which stock Fifteen Thousand Seven Hundred Sixty-Five (15,765) shares of such common stock are now issued and outstanding and such shares shall remain issued and outstanding; and

WHEREAS, said BP Pipe Line Corporation, a corporation organized under the laws of the State of Delaware by its certificate of incorporation which was filed in the office of the Secretary of State of Delaware, on January 30, 1969, and recorded in the office of the Recorder of Deeds for the County of New Castle on January 30, 1969, has an authorized capital stock consisting of One Hundred (100) shares consisting of common stock of the par value of One Hundred Dollars (\$100) each, amounting in the aggregate to Ten Thousand Dollars (\$10,000) of which stock One Hundred (100) shares are now issued and outstanding; and

WHEREAS, the registered office of said Sohio Pipe Line Company in the State of Delaware is located at 100 West Tenth Street in the City of Wilmington, County of New Castle, and the name of its registered agent at such address is The Corporation Trust Company; and the registered office of BP Pipe Line Corporation in the State of Delaware is located at 100 West Tenth Street in the City of Wilmington, County of New Castle, and the name and address of its registered agent is The Corporation Trust Company, 100 West Tenth Street, Wilmington, Delaware.

00664

NOW, THEREFORE, the corporations, parties to this agreement in consideration of the mutual covenants, agreements and provisions hereinafter contained do hereby prescribe the terms and conditions of said merger and mode of carrying the same into effect as follows:

FIRST: Sohio Pipe Line Company hereby merges into itself BP Pipe Line Corporation, and said BP Pipe Line Corporation shall be and hereby is merged into Sohio Pipe Line Company, which shall be the surviving corporation.

SECOND: The Certificate of Incorporation of Sohio Pipe Line Company, as heretofore amended and as in effect on the date of the merger provided for in this Agreement, shall continue in full force and effect as the Certificate of Incorporation of the corporation surviving this merger.

THIRD: All of the outstanding shares of the capital stock of BP Pipe Line Corporation shall be canceled as of the effective date of the merger.

FOURTH: The terms and conditions of the merger are as follows:

(a) The bylaws of the surviving corporation as they shall exist on the effective date of this Agreement shall be and remain the bylaws of the surviving corporation until the same shall be altered, amended or repealed as therein provided.

(b) The directors and officers of the surviving corporation shall continue in office until the next annual meeting of stockholders and until their successors shall have been elected and qualified.

(c) This merger shall become effective on March 1, 1971.

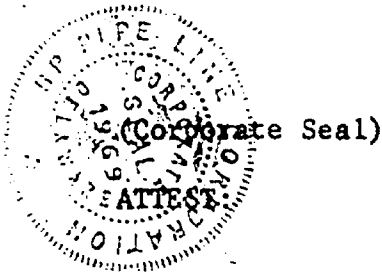
(d) Upon the merger becoming effective, all the property, rights, privileges, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of the merged corporation shall be transferred to, vested in and devolve upon the surviving corporation without further act or deed and all property, rights, and every other interest of the surviving corporation and the merged corporation shall be as effectively the property of the surviving corporation as they

were of the surviving corporation and the merged corporation, respectively. The merged corporation hereby agrees from time to time, as and when requested by the surviving corporation or by its successors or assigns, to execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further or other action as the surviving corporation may deem necessary or desirable in order to vest in and confirm to the surviving corporation title to and possession of any property of the merged corporation acquired or to be acquired by reason of or as a result of the merger herein provided for and otherwise to carry out the intent and purposes hereof and the proper officers and directors of the merged corporation and the proper officers and directors of the surviving corporation are fully authorized in the name of the merged corporation or otherwise to take any and all such action.

IN WITNESS WHEREOF, the parties to this Agreement, pursuant to the approval and authority duly given by resolutions adopted by their respective boards of directors, have caused these presents to be executed by the Vice President and attested by the Assistant Secretary of each party hereto, and the corporate seal affixed.

BP PIPE LINE CORPORATION

By *Ph. P. Phillips*
Vice President



A. P. McIndoe
Assistant Secretary

SOHIO PIPE LINE COMPANY

By *J. H. Hausmann*
Vice President



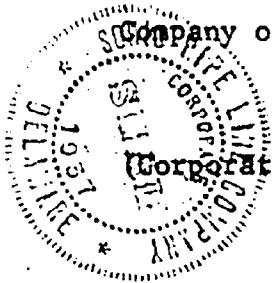
[Signature]
Assistant Secretary

00066

CERTIFICATION AS TO MANNER OF ADOPTION
by
SOHIO PIPE LINE COMPANY

I, W. E. MC KEE, Assistant Secretary of SOHIO PIPE LINE COMPANY, a corporation organized and existing under the laws of the State of Delaware, hereby certify, as such Assistant Secretary and under the seal of the said corporation, that the Agreement of Merger to which this Certificate is attached, after having been first duly signed on behalf of the said corporation and having been signed on behalf of BP Pipe Line Corporation, a corporation of the State of Delaware, was duly adopted pursuant to Section 228 of Title 8 of the Delaware Code of 1953, by the written consent of the sole stockholder holding all of the shares issued and outstanding having voting power, which Agreement of Merger was thereby adopted as the act of the stockholders of said Sohio Pipe Line Company, and the duly-adopted agreement and act of the said corporation.

WITNESS my hand and seal of said Sohio Pipe Line Company on this 12th day of February, 1971.



(Corporate Seal)

Assistant Secretary

CERTIFICATION AS TO THE MANNER OF ADOPTION
by
BP PIPE LINE CORPORATION

I, A. P. MEKEDIS, Assistant Secretary of BP PIPE LINE CORPORATION, a Delaware corporation, hereby certify as such Assistant Secretary that the Agreement of Merger to which this Certificate is attached was duly adopted by the Board of Directors of said corporation at a meeting thereof duly called and held on February 1, 1971, at which a quorum of the Board was present; and that thereafter by a written instrument executed on February 12, 1971, the sole stockholder of BP Pipe Line Corporation, owning all of the issued and outstanding capital stock of said corporation, consented to, approved and authorized the execution of said Agreement by the proper officers of said corporation.

IN WITNESS whereof, I have hereunto set my hand and affixed the seal of said corporation this 12th day of February, 1971.



(Corporate Seal)

Assistant Secretary

00067

THE ABOVE AGREEMENT OF MERGER, having been executed on behalf of each corporate party thereto, and having been adopted separately by each corporate party thereto, in accordance with the provisions of the General Corporation Law of the State of Delaware, the President of each corporate party thereto does now hereby execute the said Agreement of Merger and the Assistant Secretary of each corporate party thereto does now hereby attest the said Agreement of Merger under the corporate seals of their respective corporations, by authority of the directors and stockholders thereof, as the respective act, deed and agreement of each of said corporations, on this 12th day of February, 1971.

BP PIPE LINE CORPORATION



(Corporate Seal)

By

Philip Phillips
Vice President

AR McKedie
Assistant Secretary



(Corporate Seal)

SOHIO PIPE LINE COMPANY

By

A. L. Haumann
Vice President

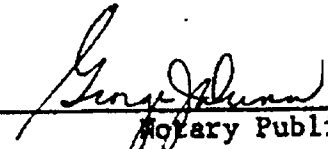
A. L. Haumann
Assistant Secretary

00068

STATE OF OHIO)
)
COUNTY OF CUYAHOGA) ss.:

BE IT REMEMBERED that on this 12th day of February, 1971, personally came before me, a Notary Public in and for the County and State aforesaid, F. G. HAUSMANN, Vice President of SOHIO PIPE LINE COMPANY, a corporation of the State of Delaware, and P. D. PHILLIPS, Vice President of BP PIPE LINE CORPORATION, a corporation of the State of Delaware, and they duly executed said Agreement of Merger before me and acknowledged the said Agreement of Merger to be their act and deed and the act and deed of each of said corporations and the facts stated therein are true; and that the seals affixed to said Agreement of Merger and attested by the Assistant Secretaries of said corporations are the respective common corporate seals of each of said corporations.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office the day and year aforesaid.



Notary Public

GEORGE J. DUNN, Attorney at Law
Notary Public, STATE OF OHIO
Non-Expiring Commission



00069

CONSENT TO AGREEMENT OF MERGER

THE STANDARD OIL COMPANY, an Ohio corporation, being the sole owner of all the issued and outstanding shares of BP PIPE LINE CORPORATION, a Delaware corporation, hereby consents to and adopts the Agreement of Merger between said corporation and SOHIO PIPE LINE COMPANY, a Delaware corporation, which Agreement of Merger was approved and adopted on behalf of said companies by their respective Boards of Directors the 12th day of February, 1971, and was executed on behalf of BP PIPE LINE CORPORATION this 12th day of February, 1971.

Dated at Cleveland, Ohio, this 12th day of February, 1971.

THE STANDARD OIL COMPANY

By A. W. Whitelaw, Jr.
President

(Corporate Seal)

ATTEST:

A. P. McKelvie
Assistant Secretary

CONSENT TO AGREEMENT OF MERGER

THE STANDARD OIL COMPANY, an Ohio corporation, being the sole owner of all the issued and outstanding shares of SOHIO PIPE LINE COMPANY, a Delaware corporation, hereby consents to and adopts the Agreement of Merger between said corporation and BP PIPE LINE CORPORATION, a Delaware corporation, which Agreement of Merger was approved and adopted on behalf of said companies by their respective Boards of Directors the 12th day of February, 1971, and was executed on behalf of SOHIO PIPE LINE COMPANY this 12th day of February, 1971.

Dated at Cleveland, Ohio, this 12th day of February,

1971.

THE STANDARD OIL COMPANY

By A. W. Whitelaw, Jr.
President

(Corporate Seal)

ATTEST:

A. P. McKelvie
Assistant Secretary

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CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION

FILED

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Michael R. Hinkle
SECRETARY OF STATE

Sohio Pipe Line Company, a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware (the "Company"), DOES HEREBY CERTIFY:

First: That the Board of Directors of the Company, at a meeting duly called and held and at which a quorum was present and acting throughout, adopted resolutions approving the following amendment to the Certificate of Incorporation of the Company and recommending adoption of the same to the sole Stockholder of the Company:

RESOLVED, that the Certificate of Incorporation of the Company be, and the same hereby is, amended by deleting in its entirety Article FIRST thereof and inserting in lieu thereof a new Article FIRST reading as follows:

"First: The name of the Company is Sohio Alaska Pipeline Company";

FURTHER RESOLVED, that the foregoing amendment be, and it hereby is, recommended to the sole Stockholder of the Company for adoption; and

FURTHER RESOLVED, that upon adoption of the foregoing amendment to the Certificate of Incorporation by the sole Stockholder, the President, any Vice President and Secretary or any Assistant Secretary of the Company be, and each hereby is, authorized and directed to execute a Certificate of Amendment of the Certificate of Incorporation of the Company setting forth the foregoing resolution adopting an Amended Article FIRST and to cause such Certificate to be filed with the Secretary of State of Delaware and recorded with the Recorder of Deeds of New Castle County.

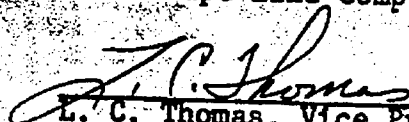
Second: That in lieu of a meeting and in accordance with the provisions of Section 228 of the General Corporation Law of the State of Delaware, the sole Stockholder has, by written consent, adopted the foregoing amendment.

Third: That the aforesaid amendment was duly adopted in accordance with the applicable provisions of Sections 242 and 228 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, Sohio Pipe Line Company has caused this Certificate to be signed by L. C. Thomas, its Vice Pres-

ident, and attested by W. H. Clifton, its Secretary, this 23rd of
December, 1986.

Sohio Pipe Line Company


L. C. Thomas, Vice President

Attest:


W. H. Clifton, Secretary

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CERTIFICATE OF MERGER
OF
BP PIPELINES INC.
INTO
SOHIO ALASKA PIPELINE COMPANY

Michael H. Hille
SECRETARY OF STATE

Sohio Alaska Pipeline Company ("SAPC"), a corporation organized and existing under the laws of the State of Delaware, does hereby certify:

FIRST: That the name and state of incorporation of each constituent corporation of the merger is as follows: ---

<u>Name</u>	<u>State of Incorporation</u>
BP Pipelines Inc.	Delaware
Sohio Alaska Pipeline Company	Delaware

SECOND: That an agreement of merger between the parties to the merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance with the requirements of subsection (c) of Section 251 of the General Corporation Law of the State of Delaware.

THIRD: That the name of the surviving corporation of the merger is Sohio Alaska Pipeline Company.

FOURTH: That the Certificate of Incorporation, as amended, of Sohio Alaska Pipeline Company, a Delaware corporation, which will survive the merger, shall be the Certificate of Incorporation of the surviving corporation.

FIFTH: That the executed Agreement of Merger is on file at the principal place of business of the surviving corporation. The address of the principal place of business of the surviving corporation is 200 Public Square, Cleveland, Ohio 44114-2375.

SIXTH: That a copy of the Agreement of Merger will be furnished by the surviving corporation, on request and without cost, to any stockholder of any constituent corporation.

SEVENTH: That the Certificate of Merger shall be effective on January 1, 1988 (the "Effective Date").

Dated: December 15, 1987

Sohio Alaska Pipeline Company

By


Vice President

Attest:

By


Assistant Secretary

60:019a

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CERTIFICATE OF AMENDMENT

FILED

MAR 1 1989

OF

CERTIFICATE OF INCORPORATION

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[Signature]
SECRETARY OF STATE

* * * * *

Sohio Alaska Pipeline Company, a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, does hereby certify:

FIRST: That in lieu of a meeting and in accordance with provisions of Section 228 of the General Corporation Law of the State of Delaware, the stockholder has, by written consent, adopted the following amendment to the Certificate of Incorporation, as amended:

"RESOLVED, that the Certificate of Incorporation, as amended, of the Company be, and the same hereby is, amended by deleting in its entirety Article FIRST thereof and inserting in lieu thereof a new Article FIRST reading as follows:

'FIRST: The name of the corporation is BP Pipelines (Alaska) Inc.'; and

FURTHER RESOLVED, that the President, or any Vice President and the Secretary or Assistant Secretary of the Company be, and each hereby is, authorized and directed to execute a Certificate of Amendment of Certificate of Incorporation, as amended, of the Company setting forth the foregoing resolution adopting an amended Article FIRST and to cause such Certificate to be filed with the Secretary of State of Delaware and recorded with the Recorder of Deeds of New Castle County."

SECOND: That the aforesaid amendment was duly adopted in accordance with the applicable provisions of Sections 242 and 228 of the General Corporation Law of the State of Delaware.

* * * * *

IN WITNESS WHEREOF, Sohio Alaska Pipeline Company, has caused this Certificate to be signed by W. D. Vanderbilt, its Vice President and attested by S. L. Chitty, its Secretary, this 22nd day of February, 1989.

Sohio Alaska Pipeline Company

W. D. Vanderbilt
W. D. Vanderbilt, Vice President

ATTEST:

S. L. Chitty
S. L. Chitty, Secretary

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State of Delaware
Office of the Secretary of State

PAGE 1

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THAT "BP PIPELINES (ALASKA) INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE NOT HAVING BEEN CANCELLED OR DISSOLVED SO FAR AS THE RECORDS OF THIS OFFICE SHOW AND IS DULY AUTHORIZED TO TRANSACT BUSINESS.

THE FOLLOWING DOCUMENTS HAVE BEEN FILED:

CERTIFICATE OF INCORPORATION, FILED THE EIGHTEENTH DAY OF OCTOBER, A.D. 1937, AT 9 O'CLOCK A.M.

CERTIFICATE OF AMENDMENT, CHANGING ITS NAME FROM "CLAY CITY PIPE LINE COMPANY" TO "SOHIO PIPE LINE COMPANY", FILED THE TWENTY-THIRD DAY OF JUNE, A.D. 1939, AT 11 O'CLOCK A.M.

CERTIFICATE OF AGREEMENT OF MERGER, FILED THE TWENTY-SIXTH DAY OF DECEMBER, A.D. 1940, AT 1 O'CLOCK P.M.

CERTIFICATE OF AMENDMENT, FILED THE TWENTY-FIFTH DAY OF NOVEMBER, A.D. 1941, AT 1 O'CLOCK P.M.

CERTIFICATE OF AMENDMENT, FILED THE SECOND DAY OF JANUARY, A.D. 1942, AT 1 O'CLOCK P.M.

CERTIFICATE OF AGREEMENT OF MERGER, FILED THE TWENTY-NINTH DAY OF DECEMBER, A.D. 1950, AT 9 O'CLOCK A.M.



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

0361528 8310

AUTHENTICATION: 0967747

010069509

DATE: 02-12-01

State of Delaware
Office of the Secretary of State

PAGE 2

CERTIFICATE OF AGREEMENT OF MERGER, FILED THE NINETEENTH DAY OF FEBRUARY, A.D. 1971, AT 10 O'CLOCK A.M.

CERTIFICATE OF AMENDMENT, CHANGING ITS NAME FROM "SOHIO PIPE LINE COMPANY" TO "SOHIO ALASKA PIPELINE COMPANY", FILED THE TWENTY-FOURTH DAY OF DECEMBER, A.D. 1986, AT 10 O'CLOCK A.M.

CERTIFICATE OF MERGER, FILED THE TWENTY-THIRD DAY OF DECEMBER, A.D. 1987, AT 10 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE FIRST DAY OF JANUARY, A.D. 1988.

CERTIFICATE OF AMENDMENT, CHANGING ITS NAME FROM "SOHIO ALASKA PIPELINE COMPANY" TO "BP PIPELINES (ALASKA) INC.", FILED THE FIRST DAY OF MARCH, A.D. 1989, AT 10 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID CORPORATION.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

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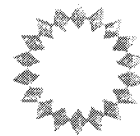
AUTHENTICATION: 0967747

010069509

DATE: 02-12-01

**Federal
Supplemental
Question 1b**

Subhan M. Heeschen
Notary Public in and for the State of Alaska
My commission expires on: 01/13/2004



BP Pipelines (Alaska) Inc.
900 East Benson Boulevard
P.O. Box 190848
Anchorage, Alaska 99519-0848
(907) 561-5111

**EXHIBIT A
TO
CERTIFICATE OF SECRETARY**

Bylaws



SOHIO PIPE LINE COMPANY
ACTION OF SOLE STOCKHOLDER WITHOUT A MEETING

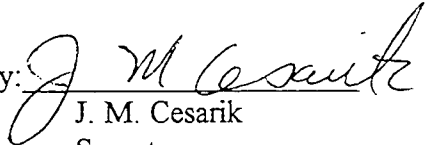
The undersigned, being the holder of all of the issued and outstanding stock of Sohio Pipe Line Company, a Delaware corporation (the "Company"), does hereby take the following action and adopt the following resolution in writing and without a meeting pursuant to Section 228 of the General Corporation Law of Delaware:

Amended and Restated By-Laws

RESOLVED, that the Amended and Restated By-Laws of the Company, attached hereto as Exhibit A, be, and they hereby are, adopted.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed on December 2, 1986.

The Standard Oil Company

By: 
J. M. Cesarik
Secretary

AMENDED AND RESTATED

BY-LAWS

of

SOHIO PIPE LINE COMPANY

ARTICLE I

Meetings of Stockholders

Section 1. Annual Meeting. The annual meeting of the stockholders for the election of Directors and for the transaction of any other proper business, notice of which was given in the notice of the meeting, shall be held each year at such time, date and place as may be fixed by the Board of Directors and stated in the notice of the meeting.

Section 2. Special Meetings. A special meeting of the stockholders for any purpose or purposes, unless otherwise provided by law or in the Certificate of Incorporation of the Company as from time to time amended (hereinafter called the "Certificate of Incorporation"), may be called at any time by the Chairman, President or a majority of the Board of Directors and shall be called by the Secretary upon the request of a stockholder or stockholders holding of record a majority of the outstanding shares of any class of stock of the Company entitled to vote at such meeting.

Section 3. Place of Meeting. Each meeting of stockholders of the Company for the election of directors shall be held at the principal office of the Company whether within or without the State of Delaware or as otherwise fixed by the Board of Directors and specified in the notice or waiver of notice of said meeting. A special meeting of stockholders shall be held at such place as shall be designated in the notice or waiver of notice of such meeting.

Section 4. Notice of Meetings. Except as otherwise provided by law, notice of each meeting of the stockholders shall be given to each stockholder of record entitled to vote at such meeting not less than 10 nor more than 60 days before the day on which the meeting is to be held, by delivering a written notice thereof to such stockholder personally, or by mailing such notice in a postage prepaid envelope addressed to such stockholder at his address as it appears on the records of the Company. Such notice shall state the place, date and hour of the meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called. Notice of any adjourned meeting of the stockholders shall not be required to be given if the time and place thereof are announced at the meeting at which the adjournment is taken, except where expressly required by law. At the adjourned meeting, the Company may transact any business which might have been transacted at the original meeting. Any stockholder, either before or after any meeting may waive any notice required to be given by law or under these By-Laws. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting, at the beginning of the meet-

ing, to the transaction of any business because the meeting is not lawfully called or convened.

Section 5. Quorum. The presence at any meeting, in person or by proxy, of the holders of record of a majority of the stock of the Company then issued and outstanding and entitled to vote shall be necessary and sufficient to constitute a quorum for the transaction of business. In the absence of a quorum, a majority in interest of the stockholders entitled to vote, present in person or by proxy, or, if no stockholder entitled to vote is present in person or by proxy, any officer entitled to preside or act as secretary of such meeting, may adjourn the meeting from time to time until a quorum shall be present. At any such adjourned meeting at which a quorum may be present, any business may be transacted which might have been transacted at the meeting as originally called.

Section 6. Voting. At each meeting of the stockholders each stockholder holding of record stock of the Company entitled to vote shall be entitled to one vote for each share of such stock held by him and registered in his name on the books of the Company at the time of such meeting unless, pursuant to the provisions of Section 3 of Article V of these By-Laws, a date shall have been fixed as a record date for the determination of stockholders entitled to vote at such meeting. Any stockholder entitled to vote may vote by proxy, provided that the instrument authorizing such proxy to act shall have been executed in writing (which shall include telegraphing, cabling or any other form of electronic transmission) by the stockholder himself or by his duly authorized attorney. At all meetings of the stockholders, all matters (except where other provision is made by statute, by the Certificate of Incorporation or by these By-Laws) shall be decided by the vote of a majority of the stock present in person or by proxy and entitled to vote at the meeting. At each meeting of stockholders for the election of directors the voting for directors shall be by ballot unless otherwise provided in the Certificate of Incorporation.

Section 7. Written Consent. Unless otherwise provided in the Certificate of Incorporation, any action required or permitted by law to be taken at any annual or special meeting of stockholders of the Company, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

ARTICLE II Board of Directors

Section 1. Number. The number of directors of the Company shall be not less than two nor more than 15. The number of directors may be fixed or changed at any annual meeting or at any special meeting called for that

purpose by the affirmative vote of the holders of a majority of the shares represented at the meeting and entitled to vote thereon.

Section 2. Election. Directors shall be elected at the annual meeting of stockholders, but when the annual meeting is not held or directors are not elected thereat, they may be elected at a special meeting called and held for that purpose. At each meeting of stockholders for the election of directors, the persons receiving the greatest number of votes shall be directors. Each director shall hold office until his successor is elected and qualified or until his earlier resignation or removal. None of the directors need to be shareholders of the Company.

Section 3. Resignation. Any director of the Company may resign at any time upon written notice to the Company.

Section 4. Removal of Directors. Any director may be removed, either with or without cause, at any time by the affirmative vote of the holders of record of a majority of the outstanding shares of stock entitled to vote.

Section 5. Vacancies. Vacancies in the Board of Directors may be filled by a majority vote of the remaining directors until an election to fill such vacancies is held. Stockholders entitled to elect directors shall have the right to fill any vacancy in the Board (whether the same has been temporarily filled by the remaining directors or not) at any meeting of the stockholders called for that purpose; any directors elected at any such meeting of stockholders shall serve until the next annual election of directors and until their successors are elected and qualified.

Section 6. Organization Meeting. Within 30 days after each annual election of Directors, the Board of Directors may meet for the purpose of organization, the election of officers and the transaction of other business at the place where regular meetings of the Board of Directors are held. Notice of such meeting need not be given. Such meeting may be held at any other time or place which shall be specified in a notice or waiver of notice given as hereinafter provided for special meetings of the Board of Directors or in a consent signed by all the directors.

Section 7. Regular Meetings. Regular meetings of the Board of Directors may be held at such places and at such times as the Board shall by resolution determine. Notice of regular meetings need not be given; however, the Secretary shall give notice of each such resolution to any director who was not present at the time the same was adopted. If any day fixed for a regular meeting shall be a legal holiday at the place where the meeting is to be held, then the meeting which would otherwise be held on that day shall be held at such place at the same hour and on the next succeeding business day not a legal holiday.

Section 8. Special Meetings; Notice. Special meetings of the Board of Directors may be called by the Chairman, President or any two of the directors. Notice of each such meeting shall be mailed to each director, addressed to him at his residence or usual place of business, at least two

days before the day on which the meeting is to be held, or shall be sent to him by telegraph, cable or other form of electronic transmission, or shall be delivered personally or by telephone, at least 24 hours before the time the meeting is to be held. Each such notice shall state the time and place of the meeting but need not state the purposes thereof, except as otherwise herein expressly provided. Notice of any meeting of the Board may be waived, in a writing by any director either before or after such meeting and need not be given to any director who shall be present at such meeting; and any meeting of the Board shall be a legal meeting without any notice thereof having been given, if all of the directors of the Company then in office shall be present thereat.

Section 9. Quorum and Manner of Acting. Except as otherwise provided by statute or by these By-Laws, two directors or one-third of the authorized number of directors, whichever is greater, shall be required to constitute a quorum for the transaction of business at any meeting, and the affirmative vote of a majority of the directors present at the meeting shall be necessary for the adoption of any resolution or the taking of any other action. In the absence of a quorum, the director or directors present may adjourn any meeting from time to time until a quorum is present. Notice of any adjourned meeting need not be given.

Section 10. Written Consent. Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting if all members of the Board or of such committee, as the case may be, consent thereto in writing and such written consent is filed with the minutes or proceedings of the Board or such committee.

Section 11. Compensation. Directors, as such, shall not receive any stated salary for their services, but by resolution of the Board of Directors a fixed sum and expenses of attendance, if any, may be allowed for attendance at each regular and special meeting of the Board. Nothing herein contained shall be construed so as to preclude any director from serving the Company in any other capacity, or from serving any of its stockholders, subsidiaries or affiliated corporations in any capacity, and receiving proper compensation therefor.

ARTICLE III Officers

Section 1. Number. The Board of Directors shall elect a President, a Secretary, and a Treasurer, and, in its discretion, a Chairman of the Board of Directors, one or more Vice Chairmen of the Board of Directors and one or more Vice Presidents. The Board of Directors may, from time to time, create such offices, and appoint such other officers, subordinate officers and assistant officers in accordance with the provisions of Section 3 of this Article III. Any two or more offices may be held by the same person, but no officer shall execute, acknowledge or verify any instrument in more than one capacity.

Section 2. Election, Term of Office and Qualifications. Each officer (except such officers as may be appointed in accordance with the provisions of Section 3 of this Article III) shall be chosen by the Board of Directors at its organization meeting and shall hold his office until his successor shall have been duly chosen and qualified or until his death or until he shall resign or shall have been removed in the manner provided in Section 4 of this Article III.

Section 3. Subordinate Officers. The Board of Directors may appoint from time to time other officers or agents, including one or more Assistant Treasurers and one or more Assistant Secretaries, each of whom shall hold office for such period, have such authority and perform such duties as are provided in these By-Laws or as the Board of Directors may determine from time to time. The Board of Directors may delegate to any officer the power to appoint any such subordinate officers or agents and to prescribe their respective terms of office, authorities and duties.

Section 4. Removal. The officers specifically designated in Section 1 of this Article III may be removed, either with or without cause, at any meeting of the Board of Directors called for that purpose. The officers and agents appointed in accordance with the provisions of Section 3 of this Article III may be removed, either with or without cause, at any meeting of the Board of Directors or by any superior officer or agent upon whom such power of removal shall have been conferred by the Board of Directors.

Section 5. Resignations. Any officer may resign at any time upon written notice to the Company.

Section 6. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled for the unexpired portion of the term in the manner prescribed by these By-Laws for the regular election or appointment to such office.

Section 7. Chairman of the Board. The Chairman of the Board, if one be elected, shall have such authority and perform such duties as the Board may determine. In case of disability or absence of the President, or in case a vacancy exists in the Office of the President, the Chairman of the Board shall perform all the duties and possess all the authority of the President.

Section 8. Vice Chairman or Vice Chairmen of the Board. The Vice Chairman or Vice Chairmen of the Board, if elected, shall have such authority and perform such duties as the Board may determine. In case of disability or absence of the Chairman of the Board, or in case a vacancy exists in the Office of the Chairman of the Board, the Vice Chairman designated by the Board of Directors shall perform all the duties and possess all the authority of the Chairman of the Board. Any Vice Chairman shall perform such other duties and may exercise such other powers as may be assigned to him from time to time by these By-Laws or by the Board of Directors.

Section 9. President. Unless otherwise determined by the Board, the President shall be the chief executive officer of the Company, and, subject to the control of the Board of Directors, shall have general charge of the business, affairs and property of the Company, and control over its several officers. The President shall do and perform such other duties and may exercise such other powers as may be assigned to him from time to time by these By-Laws or by the Board of Directors.

Section 10. Vice President(s). At the request of the President or in his absence or disability, the Vice President designated by the President (or in the absence of such designation, the Vice President designated by the Board or Directors) shall perform all the duties of the President, and when so acting, shall have all the powers of, and be subject to all the restrictions upon, the President. Any Vice President shall perform such other duties and may exercise such other powers as may be assigned to him from time to time by these By-Laws or by the Board of Directors or the President.

Section 11. Secretary. The Secretary shall keep all the proceedings of stockholders and directors of the Company and make a proper record of the same which shall be attested by him, and attend to the giving and serving of all notices of meetings of the stockholders or directors. He shall keep such books and records as may be required by the Board of Directors and generally shall perform such duties as may be required of him by the directors.

Section 12. Treasurer. Except as otherwise directed by the Board of Directors or President, the Treasurer shall receive and have charge of all money, bills, notices, bonds and similar property belonging to the Company, and shall do with the same as may be ordered by the Board of Directors. He shall keep such financial accounts as may be required and shall generally perform such duties as may be required of him by the directors. On the expiration of his term of office, he shall turn over to his successor or to the Board of Directors all property, books, papers and money of the Company in his hands. If required by the Board of Directors, he shall give bond to the Company in a sum and with one or more sureties satisfactory to the Board for the faithful performance of the duties of his office.

Section 13. Assistant Secretaries and Assistant Treasurers. The Assistant Secretaries and Assistant Treasurers shall have such duties as may be assigned to them from time to time by the Board of Directors or by the President or, in the case of an Assistant Secretary, by the Secretary, or, in the case of an Assistant Treasurer, by the Treasurer. -

Section 14. Salaries. The salaries of the officers and agents of the Company may be determined from time to time by the Board of Directors, except that the Board of Directors may delegate to any person the power to fix the salaries or other compensation of any officers and agents appointed in accordance with the provisions of Section 3 of this Article III.

Section 15. Surety Bonds. If the Board of Directors shall so require, any officer or agent of the Company shall execute and deliver to the

Company a bond in such sum and with such surety or sureties as the Board of Directors may direct, conditioned upon the faithful performance of his duties to the Company, including responsibility for negligence and for the accounting for all property, funds or securities of the Company which may come into his hands.

ARTICLE IV Contracts, Loans, Checks, Deposits, Etc.

Section 1. Contracts, Checks, etc. All contracts and agreements authorized by the Board of Directors, and all checks, drafts, bills of exchange or other orders for the payment of money, issued in the name of the Company, shall be signed by such person or persons and in such manner as may from time to time be designated by the Board of Directors, which designation may be general or confined to specific instances; and unless so designated by the Board of Directors or in these By-Laws, no officer, agent or employee shall have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or to render it liable pecuniarily for any purpose or for any amount.

Section 2. Loans. No loan shall be contracted on behalf of the Company, and no evidence of indebtedness shall be issued in its name, unless authorized by the Board of Directors. Such authorization may be general or confined to specific instances. Loans so authorized by the Board of Directors may be effected at any time for the Company from any bank, trust company or other institution, or from any firm, corporation or individual. All bonds, debentures, notes and other obligations or evidences of indebtedness of the Company issued for such loans shall be made, executed and delivered as the Board of Directors shall authorize. When so authorized by the Board of Directors any part of or all the properties, including contract rights, assets, business or good will of the Company, whether then owned or thereafter acquired, may be mortgaged, pledged, hypothecated or conveyed or assigned in trust as security for the payment of such bonds, debentures, notes and other obligations or evidences of indebtedness of the Company, and of the interest thereon, by instruments executed and delivered in the name of the Company.

Section 3. Deposits. All funds of the Company not otherwise employed shall be deposited from time to time to the credit of the Company in such banks, trust companies or other depositories as the Board of Directors may select. The Board of Directors may make such special rules and regulations with respect to such bank accounts, not inconsistent with the provisions of these By-Laws, as it may deem expedient. For the purpose of deposit and for the purpose of collection for the account of the Company, checks, drafts and other orders for the payment of money which are payable to the order of the Company shall be endorsed, assigned and delivered by such person or persons and in such manner as may from time to time be designated by the Board of Directors.

Section 4. Proxies in Respect of Securities of Other Corporations. Unless otherwise provided by resolution adopted by the Board of Directors,

the President or any Vice President or Secretary may from time to time appoint an attorney or attorneys, or an agent or agents, to exercise in the name and on behalf of the Company the powers and rights which the Company may have as the holder of stock or other securities in any other corporation to vote or to consent in respect of such stock or other securities; and the President or any Vice President or Secretary may instruct the person or persons so appointed as to the manner of exercising such powers and rights and the President or any Vice President may execute or cause to be executed in the name and on behalf of the Company and under its corporate seal, or otherwise, all such written proxies, powers of attorney or other written instruments as he may deem necessary in order that the Company may exercise such powers and rights.

ARTICLE V Shares and Their Transfer

Section 1. Certificates of Stock. Every stockholder shall be entitled to have a certificate certifying the number of shares of stock of the Company owned by him, signed by, or in the name of the Company by the Chairman or any Vice Chairman of the Board of Directors or the President or any Vice President and by the Treasurer or an Assistant Treasurer, or the Secretary or an Assistant Secretary of the Company (except that when any such certificate is countersigned by a transfer agent other than the Company or its employee or by a registrar other than the Company or its employee the signatures of any such officers may be facsimiles). Such certificates shall be transferable on the stock books of the Company in person or by attorney, but, except as hereinafter provided in the cases of loss, destruction or mutilation of certificates, no transfer of stock shall be entered until the previous certificate, if any, given for the same shall have been surrendered and cancelled.

Section 2. Lost, Destroyed or Mutilated Certificates. In case of loss, destruction or mutilation of any certificate of stock, another may be issued in its place upon proof of such loss, destruction or mutilation and, if required by the Company, upon the giving of a satisfactory bond of indemnity to the Company in such sum as the Board of Directors may provide.

Section 3. Record Date. The Board of Directors may fix, in advance, a date which shall not be more than 60 nor less than 10 days before the date of such meeting, nor more than 60 days prior to any other action, as a record date for the determination of stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights with respect to any change, conversion or exchange of stock or for the purpose of any other lawful action. If no record date is fixed (a) the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business of the day next preceding the day upon which the meeting is held;

(b) the record date for determining stockholders entitled to express consent to corporate action in writing without a meeting, when no prior action by the Board of Directors is necessary, shall be the day on which the first written consent is expressed; and (c) the date for determining stockholders for any other purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

ARTICLE VI Corporate Seal

The corporate seal shall be in the form of a circle and shall bear the name of the Company and the year of its incorporation and shall indicate its formation under the laws of the State of Delaware.

ARTICLE VII Fiscal Year

The fiscal year of the Company shall be the calendar year.

ARTICLE VIII Amendments

These By-Laws shall be subject to alteration, amendment, repeal, or the adoption of new By-Laws either by the affirmation vote of a majority of the directors, presently serving, at any organization, regular or special meeting of the Board, or by the affirmative vote of a majority of the stockholders of the Company, present in person or represented by proxy and entitled to vote in respect thereof, given at any annual meeting or at any special meeting at which a quorum shall be present; provided, that in each case notice of the proposed alteration, amendment, repeal, or the proposed new By-Laws be included in the notice of such meeting of the Board or the stockholders, as the case may be.

7:11(kb)

**Federal
Supplemental
Question 1c**

State of Alaska
Department of Community and Economic Development
Division of Banking, Securities and Corporations

**CERTIFICATE
OF
COMPLIANCE**

The undersigned, as Commissioner of Community and Economic Development of the State of Alaska, and custodian of corporation records for said state, hereby certifies that
BP PIPELINES (ALASKA) INC.

authorized to transact business in Alaska as

BP PIPELINES (ALASKA) INC.

is a corporation organized under the laws of **DELAWARE** and on **FEBRUARY 24, 1971** qualified as a foreign business corporation authorized to do business in Alaska.

I FURTHER CERTIFY that said corporation is in good standing and has filed all biennial corporate reports due at this time and has paid all biennial corporation taxes and fees due and payable at this time.

No information is available in this office on the financial condition, business activity or practices of this corporation.

IN TESTIMONY WHEREOF, I execute this certificate and
affix the Great Seal of the State of Alaska on
FEBRUARY 2, 2001



Deborah B. Sedwick
Commissioner of Community
and Economic Development

State of Delaware
Office of the Secretary of State

PAGE 1

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THAT "BP PIPELINES (ALASKA) INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE NOT HAVING BEEN CANCELLED OR DISSOLVED SO FAR AS THE RECORDS OF THIS OFFICE SHOW AND IS DULY AUTHORIZED TO TRANSACT BUSINESS.

THE FOLLOWING DOCUMENTS HAVE BEEN FILED:

CERTIFICATE OF INCORPORATION, FILED THE EIGHTEENTH DAY OF OCTOBER, A.D. 1937, AT 9 O'CLOCK A.M.

CERTIFICATE OF AMENDMENT, CHANGING ITS NAME FROM "CLAY CITY PIPE LINE COMPANY" TO "SOHIO PIPE LINE COMPANY", FILED THE TWENTY-THIRD DAY OF JUNE, A.D. 1939, AT 11 O'CLOCK A.M.

CERTIFICATE OF AGREEMENT OF MERGER, FILED THE TWENTY-SIXTH DAY OF DECEMBER, A.D. 1940, AT 1 O'CLOCK P.M.

CERTIFICATE OF AMENDMENT, FILED THE TWENTY-FIFTH DAY OF NOVEMBER, A.D. 1941, AT 1 O'CLOCK P.M.

CERTIFICATE OF AMENDMENT, FILED THE SECOND DAY OF JANUARY, A.D. 1942, AT 1 O'CLOCK P.M.

CERTIFICATE OF AGREEMENT OF MERGER, FILED THE TWENTY-NINTH DAY OF DECEMBER, A.D. 1950, AT 9 O'CLOCK A.M.



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

0361528 8310

AUTHENTICATION: 0967747

010069509

DATE: 02-12-01

State of Delaware
Office of the Secretary of State

PAGE 2

CERTIFICATE OF AGREEMENT OF MERGER, FILED THE NINETEENTH DAY OF FEBRUARY, A.D. 1971, AT 10 O'CLOCK A.M.

CERTIFICATE OF AMENDMENT, CHANGING ITS NAME FROM "SOHIO PIPE LINE COMPANY" TO "SOHIO ALASKA PIPELINE COMPANY", FILED THE TWENTY-FOURTH DAY OF DECEMBER, A.D. 1986, AT 10 O'CLOCK A.M.

CERTIFICATE OF MERGER, FILED THE TWENTY-THIRD DAY OF DECEMBER, A.D. 1987, AT 10 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE FIRST DAY OF JANUARY, A.D. 1988.

CERTIFICATE OF AMENDMENT, CHANGING ITS NAME FROM "SOHIO ALASKA PIPELINE COMPANY" TO "BP PIPELINES (ALASKA) INC.", FILED THE FIRST DAY OF MARCH, A.D. 1989, AT 10 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID CORPORATION.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

0361528 8310

AUTHENTICATION: 0967747

010069509

DATE: 02-12-01

**Federal
Supplemental
Question Id**

BP PIPELINES (ALASKA) INC

CERTIFICATE OF SECRETARY

The undersigned, being the duly qualified and acting Secretary of BP Pipelines (Alaska) Inc., a Delaware corporation (the "Company"), hereby certifies as follows:

1. Attached hereto as Exhibit A is a true and complete copy of resolutions duly adopted by the Board of Directors of the Company effective February 27, 2001. Such resolutions have neither been modified nor rescinded since their adoption and are in full force and effect as of the date hereof.

2. The below named persons are duly elected and qualified officers of the Company holding the offices set forth below opposite his/her respective name, and the signature set forth below opposite his/her respective name is a genuine specimen signature of such person.

Name

Office

Specimen Signature

Albert N. Bolea

President



A. N. Bolea, President


Charles J. Coulson

Vice President



C. J. Coulson, Vice President

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Company at Anchorage, Alaska, this 28th day of February 2001.

By: 

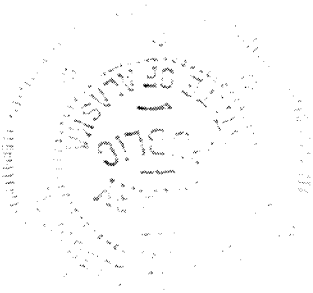
Name: G. D.J.A. Brebner

Title: Secretary of BP Pipelines (Alaska) Inc.

STATE OF ALASKA)
) ss:
THIRD JUDICIAL DISTRICT)

BEFORE ME, the undersigned, a Notary Public in and for the State of Alaska, Third Judicial District, on this day personally appeared G.D.A. Brebner, known to me to be the person whose name is subscribed to the foregoing instrument, who being duly sworn, did say that he is the Secretary of BP Pipelines (Alaska) Inc., a Delaware corporation, and acknowledged to me that he executed said instrument as his free act and deed in said capacity, and as the free act and deed of said corporation, and that the affixed seal is the corporate seal of said corporation.

GIVEN under my hand and seal of office this 28th day of February 2001.



Subhan M. Koescher
Notary Public in and for the State of Alaska
My commission expires on: 01/13/2004

EXHIBIT A

**TO
CERTIFICATE OF SECRETARY**

Resolutions

BP PIPELINES (ALASKA) INC

**RESOLUTIONS OF BOARD OF DIRECTORS
ACTION BY UNANIMOUS WRITTEN CONSENT**

The undersigned, being all of the members of the Board of Directors of BP Pipelines (Alaska) Inc., a Delaware corporation (the "Corporation"), in lieu of holding a special meeting of the Board of Directors (the "Board") of the Corporation, hereby adopt the following preamble and resolutions by written consent in accordance with the provisions of Section 141(f) of the Delaware General Corporation Law and the Bylaws of the Corporation, with the same force and effect as if adopted at a special meeting of the Board, effective February 27, 2001.

Authorization of Renewal of TAPS Interests

WHEREAS, the Corporation (i) is party to an Agreement and Grant of Right of Way for the Trans-Alaska Pipeline System ("TAPS") with the United States of America (the "Federal Grant") and (ii) has been granted a Right of Way Lease for the Trans-Alaska Pipeline by the State of Alaska (the "State Lease"); and

WHEREAS, the Federal Grant expires on January 22, 2004 and the State Lease expires on May 2, 2004; and

WHEREAS, contemporaneous with the expiration of the Federal Grant and State Lease, the Corporation's interests in various Related Facilities, as that term is defined in the Federal Grant and State Lease, and other rights and interests pertaining to TAPS held under instruments from the United States of America, the State of Alaska, and private individuals and entities (collectively, all of the forgoing interests, including the Federal Grant and the State Lease, are referred to as the "TAPS Interests") will also expire; and

WHEREAS, it is in the best interest of the Corporation to renew the TAPS Interests; and

WHEREAS, the process of renewing the Federal Grant and other of the TAPS Interests requires the filing of an Application for Transportation and Utility Systems and Facilities on Federal Lands on Standard Form 299 ("SF 299") and the process of seeking renewal of the State Lease and other of the TAPS Interests requires the filing of an application for renewal (the "State Application") (collectively, SF 299 and the State Application are referred to as the "Applications"); and

WHEREAS, the Corporation desires to authorize (i) the preparation and filing of the Applications and any and all other actions deemed necessary or advisable in connection with the renewal of the TAPS Interests and (ii) the execution of documents evidencing renewal of the TAPS Interests (the "Final TAPS Renewal Documents"); and

WHEREAS, a Project Manager has been designated by the Corporation and other entities owning an interest in TAPS (the "Other TAPS Owners") with responsibility for acting with respect to the renewal of the TAPS Interests on behalf of the Corporation and the Other TAPS Owners.

NOW, THEREFORE, BE IT RESOLVED, that the Corporation is authorized to prepare, execute and deliver (i) the Applications and the exhibits and attachments thereto, and any amendments thereto, (ii) all other instruments and documents as may be required by the granting authorities, or as may be deemed necessary or advisable by the Corporation, in connection with the processing of the Applications and the renewal of the TAPS Interests, including but not limited to a duration report, an environmental report, and a compliance report, and (iii) documentation evidencing the Final TAPS Renewal Documents; and

FURTHER RESOLVED, that the President and Vice President ("Authorized Officers") of the Corporation be, and each of them hereby is, authorized, for and on behalf of the Corporation, to execute and deliver the Applications and documentation evidencing the Final TAPS Renewal Documents and any and all supporting documentation, in such form as the Authorized Officer executing and delivering the same in his discretion may approve, such execution to be conclusive evidence of such approval; and

FURTHER RESOLVED, that the officers and agents of the Corporation are authorized and directed to take such actions as they deem necessary or advisable to further and complete the renewal of TAPS Interests; and

FURTHER RESOLVED, that the Corporation is authorized to designate as agent both persons employed by the Corporation and persons and entities not employed by the Corporation; and

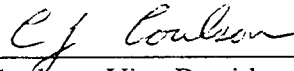
FURTHER RESOLVED, that the officers of the Corporation are authorized to execute as necessary other evidence of authority designating the Project Manager as agent of the Corporation with full authority to act on behalf of the Corporation in connection with the renewal of the TAPS Interests; and

FURTHER RESOLVED, that the officers and agents of the Corporation be, and each of them hereby is, authorized and directed, for and on behalf of the Corporation, to take such actions and to execute and deliver such documents and papers as they deem necessary or advisable to perform and comply with the requirements of the Applications, to complete the renewal of the TAPS Interests, and to effect the purposes of the foregoing resolutions as contemplated herein; and with the authority granted herein to the officers and agents being non-exclusive.

Being all of the members of the Board of Directors:

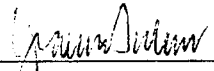


A. N. Bolea, President



C. J. Coulson, Vice President

I HEREBY CERTIFY that the signatories to the above instrument are, on the date first mentioned above, the Directors of the Company.



G. D. A. Bregner, Secretary

Federal Supplemental Question 1e

BP AMOCO p.l.c.

PRINCIPAL OPERATING OFFICE:

Britannic House
1 Finsbury Circus
London
EC2M 7BA

Incorporation:

Incorporated:	England
Date:	April 14, 1909
Existence:	Perpetual
Corporate No.	102498

Registered Office:

Britannic House
1 Finsbury Circus
London
EC2M 7BA

BP Amoco



CORPORATE SECRETARY WEBPAGE

▶▶▶ BP AMOCO CORPORATION

BP AMERICA INC.

Display Ownership Chart

PRINCIPAL OPERATING OFFICE:

200 East Randolph Drive
Chicago, Illinois 60601

INCORPORATION:

Incorporated: USA-Delaware
Date: July 19, 1974
Corporate No: 0803716
Federal ID No: 94-2257553
Fiscal Year End: December 31

ANNUAL STOCKHOLDERS MEETING:

Date: First Monday in June
Location: Chicago, Illinois

RESIDENT AGENT IN STATE OF INCORPORATION:

The Corporation Trust Company
Corporation Trust Center
1209 Orange Street
Wilmington, DE 19801

BUSINESS:

To act as the national associate company for BP's US businesses and as a holding company of certain US investments.

QUALIFIED TO DO BUSINESS IN:

Alabama (9/27/2000); Alaska, Arizona, Arkansas, California, Colorado (9/27/2000); Connecticut, Delaware, District Of Columbia (2/20/91); Florida, Georgia (9/27/2000); Hawaii, Idaho (9/27/2000); Illinois, Indiana (9/27/2000); Iowa (9/27/2000); Kansas, Kentucky (9/27/2000); Louisiana (9/27/2000); Maine, Maryland, Massachusetts, Michigan (9/27/2000); Minnesota (9/27/2000); Mississippi (9/27/2000); Missouri, Montana (9/27/2000); Nebraska (9/27/2000); Nevada (9/29/2000); New Hampshire, New Jersey, New Mexico, New York (6/6/1978); North Carolina (9/27/2000); North Dakota, Ohio (9/11/1987 - No. 708766); Oklahoma, Oregon, Pennsylvania (9/27/2000); Rhode Island, South Carolina, South Dakota (9/28/2000); Tennessee (9/27/2000); Texas, Utah (9/27/2000); Vermont (9/27/2000); Virginia, Washington (9/27/2000); West Virginia, Wisconsin, Wyoming (9/27/2000); Alberta, British Colombia, Ontario, Quebec, Canada

CAPITAL STOCK:

Primary Owning Company: BP Amoco p.l.c.

Authorized: 8,500,000 shares of Capital Stock as follows:
6,000,000 Class A Common; par value \$1.00
2,500,000 Class B Common; par value \$1.00

Issued and Outstanding:
5,743,143 Class A Common
2,129,809 Class B Common

Ownership: BP Amoco p.l.c. (100%)

BP America Inc.

5,743,143 Class A Common
2,129,809 Class B Common shares

Voting Rights:

Class A: 1 vote per share

Class B: 3 votes per share

BP Amoco



CORPORATE SECRETARY WEBPAGE

▶▶▶ BP AMOCO CORPORATION

BP AMOCO CORPORATION

Display Ownership Chart

PRINCIPAL OPERATING OFFICE:

200 East Randolph Drive
Chicago, Illinois 60601

INCORPORATION:

Incorporated: Indiana
Date: June 18, 1889
Existence: Perpetual
Corporate No: 182869-107
Federal ID No: 36-1812780

ANNUAL STOCKHOLDERS MEETING:

Date: As designated by the Board of Directors
(February 8, 2000)
Location: As designated by the Board of Directors

RESIDENT AGENT IN STATE OF INCORPORATION:

The Prentice-Hall Corporation System, Inc.
Circle Tower
Indianapolis, Indiana 46204

QUALIFIED TO DO BUSINESS IN:

Alabama, California, Colorado, Connecticut, Florida, Georgia, Illinois, Indiana,
Iowa, Kansas, Louisiana, Maryland, Michigan, Minnesota, Missouri, Nebraska,
New Jersey, New Mexico, New York, North Dakota, Ohio, Oklahoma,
Pennsylvania, South Carolina, Texas, Utah, Virginia, Wisconsin, Wyoming

CAPITAL STOCK:

Primary Owning Company: BP America Inc.

Common Stock

Authorized:

1,600,000,000 Shares Without Par Value

Issued and Outstanding:

1,000 shares - BP America Inc. (100%)

Preferred Stock

Authorized:

50,000,000 Voting Preferred Shares Without Par Value

50,000,000 Non-Voting Preferred Shares Without Par Value

Issued:

None

The Standard Oil Company

BP Amoco



CORPORATE SECRETARY WEBPAGE

▶▶▶ BP AMOCO CORPORATION

THE STANDARD OIL COMPANY

Display Ownership Chart

PRINCIPAL OPERATING OFFICE:

200 East Randolph Drive
Chicago, Illinois 60601

INCORPORATION:

Incorporated: USA-Ohio
Date: January 10, 1870
Existence: Perpetual
Corporate No: 3675
Federal ID No: 34-0548300
Fiscal Year End: December 31

ANNUAL STOCKHOLDERS MEETING:

Date: First Monday in June

RESIDENT AGENT IN STATE OF INCORPORATION:

Corporate Secretary, BP America Inc.

BUSINESS:

To act as a holding company of certain subsidiaries, located primarily in the U.S.

QUALIFIED TO DO BUSINESS IN:

Alaska (dba SOCO Inc. 02/15/89), Ohio (01/10/1870), Utah (04/03/97)

CAPITAL STOCK:

Primary Owning Company: BP America Inc.
Authorized: 1,000 shares Common Stock
\$1.00 par value each

Issued and Outstanding: 100 Shares - BP America Inc.

BP Amoco



CORPORATE SECRETARY WEBPAGE

▶▶▶ BP AMOCO CORPORATION

BP PIPELINES (ALASKA) INC.

Display Ownership Chart

PRINCIPAL OPERATING OFFICE:

900 E. Benson Blvd.
Anchorage, Alaska 99508

INCORPORATION:

Incorporated: USA-Delaware
Date: October 18, 1937
Federal ID No: 34-0540328

ANNUAL STOCKHOLDERS MEETING:

Date: As determined by the Board of Directors
Location: As determined by the Board of Directors

RESIDENT AGENT IN STATE OF INCORPORATION:

The Corporation Trust Company

BUSINESS:

To engage in the pipeline transportation of crude oil as a regulated (FERC and APUC) common carrier pipeline company and to participate in TAPS as the holder of a 50% undivided interest in the system.

QUALIFIED TO DO BUSINESS IN:

Alaska (2/24/71), District Of Columbia (F.E.R.C.) (2/18/40)

CAPITAL STOCK:

Primary Owning Company: The Standard Oil Company
Authorized: 20,000 Common Shares
\$10 par value

Issued and Outstanding: 15,765 - The Standard Oil Company

BP Amoco



CORPORATE SECRETARY WEBPAGE

▶▶▶ BP AMOCO CORPORATION

BP TRANSPORTATION (ALASKA) INC.

Display Ownership Chart

PRINCIPAL OPERATING OFFICE:

900 E. Benson Blvd.
Anchorage, Alaska 99508

INCORPORATION:

Incorporated: USA-Delaware
Date: July 27, 1982
Federal ID No: 34-1371194
Fiscal Year End: December 31

ANNUAL STOCKHOLDERS MEETING:

Date: As determined by the Board of Directors
Location: As determined by the Board of Directors

RESIDENT AGENT IN STATE OF INCORPORATION:

The Corporation Trust Company

BUSINESS:

To act as managing partner in Endicott Pipeline Company (a partnership in which the company owns a 57% interest) and to hold a 38% interest in Kuparuk Transportation Company (a partnership) and to engage in the transportation of crude oil and petroleum products.

QUALIFIED TO DO BUSINESS IN:

Alaska (4/22/83)

CAPITAL STOCK:

Primary Owning Company: BP Pipelines (Alaska) Inc.
Authorized: 100 shares Common Stock
\$100 par value

Issued and Outstanding: 100 shares - BP Pipelines (Alaska) Inc.

[illegible]

[illegible]

BP Amoco Group Company Structure Details														
Index	0	1	2	3	4	5	6	7	8	9	10	11	12	13
117					Atlantic Richfield Oil & Gas (St. James) Limited									
118					ARCO Denmark Limited									
119					ARCO Faroes Limited									
120					ARCO Georgia Inc.									
121					ARCO Ireland Exploration Inc.									
122					ARCO Ireland Inc.									
123					ARCO Mozambique (M-Ten) Ltd									
124					ARCO Mozambique (Sotela) Ltd									
125					ARCO Mozambique (Ternate) Ltd									
126					ARCO Oman Inc.									
127					ARCO International Oil and Gas Corporation									
128					ARCO International Petroleum, Inc.									
129					ARCO Investment Management Company									
130					ARCO Ireland Power Ltd.									
131					ARCO Irish Holdings Inc.									
132					ARCO Korea Inc.									
133					ARCO Kuwait Shipping Company									
134					ARCO Latin America Energy Company, Inc.									
135					ARCO Latin America Inc.									
136					ARCO LNG (Taiwan) Ltd.									
137					ARCO Magdalena Inc.									
138					ARCO Malaysia-Vietnam Inc.									
139					ARCO Malaysia Inc.									
140					ARCO Material Supply Company									
141					ARCO Mediterranean Inc.									
142					ARCO Hydrocarbures Tunisie (Société Kerkennah Oil Company)									
143					ARCO Mexico Inc.									
144					ARCO Mexico Projects, Inc.									
145					ARCO Mexico Ventures, Inc.									
146					ARCO Mexico Holdings, S. de R. L. de C. V.									
147					ARCO Midcon LLC									
148					ARCO Middle East New Ventures Ltd.									
149					ARCO Middle East & Central Asia Inc.									
150					ARCO Myanmar Inc.									
151					ARCO Neftgaz Holdings, Inc.									
152					ARCO Neighborhood Support Corporation									
153					ARCO New Venture Co.									
154					ARCO North Africa Ltd.									
155					ARCO North Slope Supply Company									
156					ARCO Onshore Payroll Company Limited									
157					ARCO Oil and Gas Company									
158					ARCO Oil and Gas Corp.									
159					ARCO Oriente Inc.									
160					ARCO Overseas Holdings Inc.									
161					ARCO Overseas Petroleum Inc.									
162					ARCO Overseas Pipeline Inc.									
163					ARCO Overseas Petroleum Inc.									
164					ARCO Overseas Petroleum Inc.									
165					ARCO Overseas Petroleum Inc.									
166					ARCO Overseas Petroleum Inc.									
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171					ARCO Overseas Petroleum Inc.									
172					ARCO Overseas Petroleum Inc.									
173					ARCO Overseas Petroleum Inc.									
174					ARCO Overseas Petroleum Inc.									

BP Amoco Group Company Structure Details															As at 31 July 2000 LAST revised 28/100 AMT									
Index	Level	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15		% Direct Parent If not 100%	% Group If Not 100%	Country of Incorporation				
175				ARCO RT Services Inc.																USA-Delaware				
176				ARCO Romania Inc.																USA-Delaware				
177				ARCO Sakhalin Inc. (D)																USA-Delaware				
178				ARCO Sakhalin Inc. (B)																Bahamas				
179				ARCO Shabwa, Inc.																Bahamas				
180				ARCO Siberia, Inc.																USA-Delaware				
181				ARCO Terminal Services Corporation																USA-Delaware				
182				ARCO Transport, Inc.																USA-Delaware				
183				ARCO Tresp, Inc.																USA-Delaware				
184				ARCO Trinidad Exploration and Production Company Limited																USA-Delaware				
185				ARCO Trinidad Inc.																USA-Delaware				
186				ARCO Turkey Inc.																Liberia				
187				ARCO Urala Coal Company																USA-Delaware				
188				ARCO Venezuela Energy Inc																USA-Delaware				
189				ARCO Venezuela Exploration and Production Company Ltd																Bahamas				
190				ARCO Venezuela Holdings, Inc																Bahamas				
191				ARCO West Africa Inc.																USA-Delaware				
192				ARCO Western Gas Pipeline Company																USA-Delaware				
193				ARCO Western Transport, Inc.																USA-Delaware				
194				ARCO Wittenberg Investments Limited																Bahamas				
195				ARCO Wittenberg Petroleum Limited																Hong Kong				
196				Charwin Enterprises Limited																Hong Kong				
197				Guanzhou ARCO Wittenberg Petroleum Limited																China				
198				Portview International Limited																Hong Kong				
199				Huizhou ARCO Wittenberg Petroleum Supply Company Limited																China				
200				Wittenberg Energy Limited																Hong Kong				
201				Jiangmen ARCO Wittenberg Fuel Company Limited																China				
202				ARCO Zhenhai II, Inc.																Bahamas				
203				ARCO Zhenhai Petrochemical, LLC																Bahamas				
204				ARCO Zhenhai, Inc.																Bahamas				
205				ARCO Zhenhai Petrochemical, LLC																Bahamas				
206				Atlantic Refining Company of Cuba																Bahamas				
207				Atlantic Richfield Ambalat (Indonesia) Limited																USA-Delaware				
208				Atlantic Richfield Balikpapan Inc.																USA-Delaware				
209				Atlantic Richfield Berau Inc.																USA-Delaware				
210				Atlantic Richfield Bontoroh Inc.																USA-Delaware				
211				Atlantic Richfield Bukit (Indonesia) Limited																Bahamas				
212				Atlantic Richfield East Arguni Inc.																USA-Delaware				
213				Atlantic Richfield Ecuador Inc.																USA-Delaware				
214				Atlantic Richfield Harford Company																USA-Delaware				
215				Atlantic Richfield International Finance Corporation																USA-Delaware				
216				Atlantic Richfield Madura East Inc.																USA-Delaware				
217				Atlantic Richfield Muriah, Inc.																USA-Delaware				
218				Atlantic Richfield Peru Inc.																USA-Delaware				
219				Atlantic Richfield West Arguni Inc.																USA-Delaware				
220				Atlantic Richfield Wifadga Inc.																USA-Delaware				
221				Atlantic Richfield Wokam Limited																USA-Delaware				
222				Border Pipe Line Company																Bahamas				
223				BP Amoco Seaway Products Pipeline Company																USA-Delaware				
224				Candelaria Exploration Corporate																USA-Delaware				
225				CH-Twenty, Inc.																USA-Delaware				
226				ARCO Environmental Remediation, L.L.C																USA-Delaware				
227				Delta Housing Inc.																USA-Delaware				
228				El-Bitar Real Estate Holdings Inc																USA-Delaware				
229				Energy Bank (Americas), Ltd.																USA-Delaware				
230				Greater Pacific Limited																Cayman Islands				
231				HAB Assets, Inc.																Bermuda				
232																				USA-Delaware				

B/E Alamos Group Company Structure Details										As at 31 July 2000 (Last revised 28/10/00 AMT)										
Level	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15		% Direct Parent (if not 100%)	% Group if not 100%	Country of Incorporation	
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BP Amoco Group Company Structure Details

Level	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	% Direct Parent (If not 100%)	% Group If not 100%	Country of Incorporation					
Index																							
291						Union Texas Offshore Alpha-5, Ltd											81.700%	81.700%	USA-Delaware				
292						Union Texas Offshore Beta-1, Inc											81.700%	81.700%	Cayman Islands				
293						Union Texas Offshore Beta-2, Inc											81.700%	81.700%	USA-Delaware				
294						Union Texas Offshore Beta-3, Ltd											81.700%	81.700%	Cayman Islands				
295						Union Texas Pakistan Power Limited													Bahamas				
296						Union Texas South Pacific, Inc													USA-Delaware				
297						Union Texas Trading Corporation													USA-Delaware				
298						Union Texas Yemeni Limited													USA-Delaware				
299						Union Texas (Argentina) Limited													Bahamas				
300																			USA-Delaware				
301																			USA-Delaware				
302																			Bahamas				
303																			USA-Delaware				
304																			Bahamas				
305																			USA-Delaware				
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Index	Level	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15		% Direct Parent If not 100%	% Group If not 100%	Country of Incorporation									
465						Amoco Chemical Italia S.R.L.												99.973%		Italy									
466						Amoco Chemical U.K. Limited												2.658%		England									
467						Amoco Chemical Belgium N.V.												33.333%		England									
468						Amoco (U.K.) Pension Trust Limited												0.255%		Germany									
469						Amoco Fabrics (U.K.) Limited												99.545%		Germany									
470						Amoco Deutschland GmbH														Belgium									
471						Amoco Holding GmbH														Germany									
472						Amoco Chemical Deutschland GmbH												2.858%		Belgium									
473						Amoco Chemical Belgium N.V.												99.745%		Germany									
474						Amoco Sulfur Recovery Company												50.000%		USA - Delaware									
475						Amoco (U.K.) Limited (in Liquidation)														England									
476						Amoco International (Guernsey) Limited														Guernsey									
477						Amoco International (Guernsey) Limited														USA - Delaware									
478						Amoco Tax Leasing X Corporation														USA - Delaware									
479						Amoco Tax Leasing X Corporation														USA - Delaware									
480						Amoco Mortgage Realty Company														USA - Delaware									
481						Amoco Oil Company														USA - Maryland									
482						American Oil Company														USA - Delaware									
483						Amoco Environmental Services Company												90.000%		USA - Virginia									
484						Amoco Marketing Environmental Services Company												89.000%		USA - Nevada									
485						Amoco Marketing Venture Company														USA - Delaware									
486						Amoco Oil Holding Company														USA - Texas									
487						ACM Services, Inc.														USA - Delaware									
488						Amocois/Modular, Inc.														Mexico									
489						Amoco Corporate Development Company (Latin America)														Mexico									
490						Amoco Mexico Holding Company S.A. De C.V.														Mexico									
491						Amoco Chemical de Mexico S.A. de C.V.														Mexico									
492						Amoco Fabrics & Fibers de Mexico, S.A. de C.V.														Mexico									
493						Amoco Oil de Mexico, S.A. de C.V.														Mexico									
494						Amoco Oil de Mexico, S.A. de C.V.														Mexico									
495						Amoco Servicios Mexicanos, S.A. De C.V.														Mexico									
496						Empresas Amoxo S.A. de C.V.														Mexico									
497						Immobiliaria Sillos Verdes, S.A. de C.V.														Mexico									
498						Amoco Services International Company														USA - Delaware									
499						Amoco Eurasia Oil Company														USA - Delaware									
500						Amoco Insurance Plans, Inc.														USA - Illinois									
501						Amoco International Sales Company														USA - Delaware									
502						Amoco Louisiana Fracturation Company														USA - Delaware									
503						Amoco MB Fracturation Company														USA - Delaware									
504						Amoco MBF Company														USA - Delaware									
505						Amoco Mexico Oil Company														USA - Delaware									
506						Amoco Oil Latin America Corporation														USA - Delaware									
507						Amoco Orient Oil Company														USA - Delaware									
508						Amoco Petroleum Products Consulting, Inc.														USA - Delaware									
509						Amoco Sulfur Recovery Company														USA - Delaware									
510						A.C.M. Services, Inc.														USA - Texas									
511						Huaneng Amoco Clean Energy Company														China									
512						Huayou Yangtze LCP CC														China									
513						Joint Basin Corporation														USA - Delaware									
514						Omega Oil Company														USA - Delaware									
515						Utah Oil Refining Company														USA - Utah									
516						Amoco Petroleum Products Europa, Inc.														USA - Delaware									
517						Conit Gross Keys Int. Inc.														USA - Delaware									
518						Natural Gas Vehicles Systems, Inc.														USA - Delaware									
519						Amoco Orient Company														USA - Delaware									
520						Amoco Pipeline Company														USA - Delaware									
521						Amoco Pipeline Holding Company														USA - Delaware									
522						Amoco Beaumont GP Company														USA - Delaware									

BP Amoco Group Company Structure Details										As at 31 July 2000 (LAST revised 28/100 AMT)										
Line	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15		% Direct Parent	% Group If	Country of Incorporation	
523																	100.100%	100.100%	USA - Delaware	Partnership
524																	0.500%	0.500%	USA - Delaware	Partnership
525																	1.000%	50.000%	USA - Delaware	Partnership
526																	49.500%	50.000%	USA - Delaware	Partnership
527																	11.320%	24.558%	USA - Delaware	
528																	24.000%	24.000%	USA - Delaware	
529																	50.000%	50.000%	USA - Delaware	
530																	50.000%	50.000%	USA - Delaware	
531																	33.333%	33.333%	USA - Delaware	
532																	10.494%	10.494%	USA - Delaware	Partnership
533																			USA - Delaware	
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As at 31 July 2000 LAST revised 281100 AMT

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BP Amoco Group Company Structure Details															As at 31 July 2000 LAST revised 28/100 AMT													
Index	Level	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15		% Direct Parent if not 100%	% Group if not 100%	Country of Incorporation								
929				BP Exploration Inc.																England								
930				BP Exploration & Oil Inc.																USA-Ohio								
931				BP Caribbean Trading Company Inc																Panama								
932				BP Oil Marketing Co.																USA-Delaware								
933				BP Seafarers Company																USA-Delaware								
934				Inland Corporation																USA-Ohio								
935				Mid-Valley Pipeline Company																USA								
936				Maunroe System (joint venture)																USA-Delaware								
937				TBA Supply Company																USA-Delaware								
938				TBA Products L.P.																USA-Delaware								
939				TCA Properties Inc.																USA-Delaware								
940				The Alliance Franchising Company																USA-Delaware								
941				West Texas Gulf Pipe Line Company																Virgin Islands								
942				BP Foreign Sales Inc.																USA-Delaware								
943				BP Gold Company																USA-Delaware								
944				BP Offshore Pipelines Inc.																USA-Delaware								
945				Ewing Bank Pipeline Company																USA-Delaware								
946				BP Oil Pipeline Company																USA-Delaware								
947				CAM Pipeline System (joint venture)																USA								
948				Capline Pipeline System (joint venture)																USA								
949				Mesa Pipe Line System (joint venture)																USA								
950				BP Oil Shipping Company, USA																USA								
951				BP Oil Supply Company																USA								
952				Gravcap Inc.																USA-Delaware								
953				BP Pipelines (Alaska) Inc.																USA-Alaska								
954				Alaska Pipeline Service Company																USA-Delaware								
955				BP Transportation (Alaska) Inc.																USA-Delaware								
956				Badami Pipeline Company																USA								
957				Endicot Pipeline Company																USA								
958				Kuparuk Transportation Company																USA-Delaware								
959				Kuparuk Transportation Capital Corporate																USA								
960				Milne Point Pipeline Company																USA-Delaware								
961				Elm Holdings Inc.																USA-Delaware								
962				TEA Comercio Participacoes Ltd																Brazil								
963				Ken-Chas Reserve Company																USA-Delaware								
964				Kitt Energy Corporation																USA-Delaware								
965				Maritima Finance Company																USA-Delaware								
966				OFC Oil Finance Company																Switzerland								
967				Oil Casualty Insurance, Ltd.																Bermuda								
968				Prospect International, C.A.																Venezuela								
969				Paris Investment Corporation																Iran								
970				Standard Oil Alternative Energy Development Company																USA-Delaware								
971				The New Parato Corporation																USA-Colorado								
972				TEA Comercio Participacoes Ltd																Brazil								
973				BP Amoco Employee Benefits Trust Limited																England								
974				BP Amoco Exploration (Faroes) Limited																England								
975				BP Amoco International Limited																England								
976				BP Investments China Limited																England								
977				BP Asia Pacific Pte. Ltd.																Singapore								
978				BP (Saban) Sdn Bhd																Singapore								
979				BP Asia Pacific Share Scheme (Trustee) Pte Limited																Singapore								
980				BP Asia Pacific Share Scheme (Trustee) Pte Limited																Singapore								
981				BP Hong Kong Limited																Hong Kong								
982				BP Malaysia Sdn Bhd																Malaysia								
983				High Performance Lubricants Sdn Bhd																Malaysia								
984				Terminal Bersema Sdn Bhd																Malaysia								
985				Fuel Pipeline Transportation Limited																Thailand								
986				Spill Holdings The Limited																Singapore								

BP Amoco Group Company Structure Details															As at 31 July 2000 L&S* revised 281100 AMT									
Index	Level	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15		% Direct Parent (if not 100%)	% Group if not 100%	Country of Incorporation				
987			Shenzhen Cheng Yuan Aviation Oil Company Limited															100.000%	100.000%	China				
988		BP Australia Holdings Limited																35.000%	35.000%	Australia - ACT				
989		BP Australia Limited																		Australia - Victoria				
990			Acroframe Pty Ltd															25.000%	25.000%	Australia - W. Aus.				
991			Airport Fuel Services Pty Limited																	Australia - N. S. W.				
992			BP (Fremantle) Limited																	England				
993			BP Australia Employee Share Plan Pty Ltd																	Australia - Victoria				
994			BP Minerals (Rocky Downs) Pty Ltd																	Australia - N. S. W.				
995			BP Refinery (Bulwer Island) Ltd															20.000%	20.000%	Australia - ACT				
996			Brisbane Airport Fuel Services Pty Limited															25.000%	25.000%	Australia - N. S. W.				
997			Cairns Airport Refuelling Services Pty Ltd																	Australia - Victoria				
998			Central Pty Ltd																	Australia - Victoria				
999			Inroads Pty Ltd																	Australia - Victoria				
1000			Tasfuel Pty Ltd															50.000%	50.000%	Australia - Victoria				
1001			No. 1 Riverside Quay Pty Ltd																	Australia - Victoria				
1002			Polygon Refining Limited																	Australia - Victoria				
1003			Taradalis Pty Ltd																	Australia - Victoria				
1004			Advance Petroleum Distributors Pty Ltd															50.000%	50.000%	Australia - Victoria				
1005			Antlow Pty Ltd															50.000%	50.000%	Australia - Victoria				
1006			Melbourne Petroleum Pty Ltd																	Australia - Victoria				
1007			Minza Pty Ltd															50.000%	50.000%	Australia - Victoria				
1008			Purul Pty Ltd																	Australia - Victoria				
1009			Westoil Petroleum Pty Ltd															50.000%	50.000%	Australia - Victoria				
1010			Woodman Petroleum Pty Ltd																	Australia - N. S. W.				
1011			Verbia Pty Ltd																	Australia - Victoria				
1012			BP Australia Nominees Pty Ltd																	Australia - N. S. W.				
1013			BP Australia Shipping Proprietary Limited																	Australia - Victoria				
1014			BP LNG Shipping Ltd																	Australia - Victoria				
1015			International Gas Transportation Co Ltd															16.660%	16.660%	Bermuda				
1016			North West Shell Liaison Company Pty Ltd															16.660%	16.660%	Australia - Victoria				
1017			North West Shell Shipping Services Co Pty Ltd															16.660%	16.660%	Australia - Victoria				
1018			BP Finance Australia Ltd																	Australia - ACT				
1019			BP Finance Australia (CP) Ltd																	Australia - Victoria				
1020			BP Petroleum Development Australia Proprietary Limited																	Australia - Victoria				
1021			BP Petroleum Developments (NWS) Pty Ltd																	Australia - Victoria				
1022			BP Refinery (Kwinana) Pty Ltd																	Australia - W. Aus.				
1023			BP Timor Gap West Proprietary Limited																	Australia - W. Aus.				
1024			Clarisse Holdings Pty Ltd																	Australia - Victoria				
1025			Dermody Petroleum Pty Limited															50.000%	50.000%	Australia - W. Aus.				
1026			Darwin Jet Centre Pty Limited															50.000%	50.000%	Australia - S. Aus.				
1027			Elite Customer Solutions Pty Limited																	Australia - Victoria				
1028			Getfreight.com Pty Limited															50.000%	50.000%	Australia - Victoria				
1029			Goldlink Petroleum Distributors Pty Limited															50.000%	50.000%	Australia - Queensland				
1030			Leutest Pty Limited															50.000%	50.000%	Australia - Tasmania				
1031			Valley Fuel Pty Ltd															50.000%	50.000%	Australia - Victoria				
1032		BP Austria AG																		Austria				
1033			AWP Adria-Wien Pipeline GmbH															7.500%	7.500%	Austria				
1034			BP Austria AG & Co															70.000%	70.000%	Austria				
1035			ABG Autobahn-Betriebe GmbH															9.030%	9.030%	Austria				
1036			Alpenkolle Mineraloelhandel GmbH															12.900%	12.900%	Austria				
1037			BP Gas Austria GmbH Mfg. OIG															49.000%	34.300%	Austria				
1038			BP Heizol GmbH & Co																	Austria				
1039			ELG Etodl-Lager GmbH																	Austria				
1040			BP Heizol GmbH															8.700%	6.090%	Austria				
1041			FSF Flughafen-Schwechat Flugzeugbetankungsges GmbH															25.000%	25.000%	Austria				
1042			FSH Flughafen-Schwechat Hydraulien Gesellschaft															14.280%	14.280%	Austria				
1043			Mobil Schmierstoffe AG & Co															49.000%	49.000%	Austria				
1044			BP Schmierstoffe GmbH															49.000%	49.000%	Austria				
																				JV partnership				

JV partnership

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BP Amoco Group Company Structure Details															As at 31 July 2000 (LAST revised 281100 AMT)										
Index	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	% Direct Parent (incl 100%)	% Group if incl 100%	Country of Incorporation						
1161				Sator													49.000%	49.000%	France						
1162				SCI des Pelerins Mont Blanc													16.660%	16.660%	France						
1163				Sharjah Aviation Services Co. LLC													19.890%	19.890%	United Arab Emirates						
1164				Soc de Maintenance de Carburants Aviation SA (SMCA)													6.230%	6.230%	France						
1165				Soc de Stockage Geologique dans le sel de Manosque (GEOSEL) SN													12.170%	12.170%	France						
1166				Soc de transport petrolier par Pipe-Lines S.J													3.560%	7.120%	France						
1167				Soc des Pipe-Lines de Strasbourg SARL													25.000%	25.000%	France						
1168				Soc du Pipe-Lines Mediterranee-Rhone S.J													15.400%	15.400%	France						
1169				Soc du Pipeline Sud Europeen SA													12.180%	12.180%	France						
1170				Soc Francaise de Stockage Geologiques (GEOSTOCK) SARI													60.000%	60.000%	France						
1171				Soc Havrises de Maintenance de Produit Petroliers S.J													99.500%	99.500%	France						
1172				Soc Maritime des Combustibles Liquides de Boulogne sur Mer S.J													0.020%	0.020%	France						
1173				Soc Hainange BP/Elf Dunkerque SA													0.010%	0.010%	France						
1174				Sociale Gerland SA													7.000%	7.000%	France						
1175				SORALA													0.010%	0.010%	France						
1176				SRIP													0.020%	0.020%	France						
1177				Cergy St Christophe													8.160%	8.160%	France						
1178				Comptoir Auxiliaire Petrolier S.J													0.010%	0.010%	France						
1179				Distribution Routiere SCI													7.000%	7.000%	France						
1180				Rue de Lille SA													1.150%	1.150%	France						
1181				Revue Generale des Routes et Aerodromes S.													0.010%	0.010%	France						
1182				SCI Agnette Lavere													5.000%	5.000%	France						
1183				Soc Generale de Maintenance S.J													19.590%	19.590%	France						
1184				Stockage geologique de gaz de Laver															England						
1185				Transpetrol SARL															Greece						
1186				BP Greece Limited													70.000%	70.000%	Greece						
1187				BP Greece S.A. Oil Trading													46.662%	46.662%	Greece						
1188				BP Helias S.A. Oil Trading													33.300%	33.300%	Greece						
1189				Aktis SA													39.000%	39.000%	Greece						
1190				Alexandroupolis Petroleum Installations S.J													33.300%	33.300%	Greece						
1191				Rhodes Petroleum Installations S.J													42.700%	42.700%	Greece						
1192				Alexandroupolis Petroleum Installations S.J													22.000%	22.000%	Greece						
1193				Rhodes Petroleum Installations S.J													50.000%	50.000%	Greece						
1194				Voies Society													50.000%	50.000%	Greece						
1195				EKA EPE													49.000%	49.000%	Greece						
1196				Mobil Helias A.E. Lubricants Company															The Netherlands						
1197				BP Oil Helenic S.A.													50.000%	50.000%	Romania						
1198				BP Holdings B.V.													25.000%	25.000%	Spain						
1199				Air BP Sales Romania SRL													37.500%	37.500%	Spain						
1200				Bahia de Bizkaia Electricidad S.L.													25.000%	25.000%	The Netherlands						
1201				Bahia de Bizkaia Gas S.L.													1.000%	1.000%	Brazil						
1202				BP Amoco Brasil Energy Resources B.V.													0.020%	0.020%	Egypt						
1203				BP Brasil Ltda													26.760%	26.760%	Belgium						
1204				BP Amoco Marketing Egypt LLC													96.650%	96.650%	Luxembourg						
1205				BP Belgium NV/SA													99.990%	99.990%	Belgium						
1206				BP Caplux S.A.													10.000%	10.000%	Luxembourg						
1207				BP Capital NV/S.A.															The Netherlands						
1208				BP Kemtek n.v.															Abu Dhabi						
1209				BP Luxembourg S.A.															England						
1210				BP Noordzee B.V.															Belgium						
1211				Abu Dhabi Gas Liquefaction Co. Ltd															Belgium						
1212				BP Trading n.v./S.A.													20.000%	20.000%	Belgium						
1213				Brussels Airlines Services C.V													7.150%	7.150%	Belgium						
1214				Hydrant Refueling System N.V./S.A.													49.000%	49.000%	Belgium						
1215				Mobil Europe Lubricants n.v./S.A.													60.000%	60.000%	Sweden						
1216				Oil Trade n.v.																					
1217				WESTBIT AB																					
1218																									

BP Amoco Group Company Structure Details															As at 31 July 2000 LAST revised 28/10/00 AMT																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																				</	
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BP Amoco Group Company Structure Details														
Level	1	2	3	4	5	6	7	8	9	10	11	12	13	14
Index														
1277				BP Oman SAOG										
1278				BP Oil Middle East B.V.										
1279				BP Oman SAOG										
1280				BP PETRONAS Aciyis Sdn Bhd										
1281				BP Poland Sp. z o.o.										
1282				BP Poland Sp. z o.o. & Spółka Jawna										
1283				ANMA Sp. z o.o.										
1284				BP Express Sp. z o.o.										
1285				BP Gas Poland Sp. z o.o.										
1286				MAAN Sp. z o.o.										
1287				Moct Oil Poland Sp. z o.o. & Spółka Jawna										
1288				BP SE-TRA LLC										
1289				BP Topimaya Kompanya LLC										
1290				BP Ukraine LLC										
1291				Colombia Distribution Holdings (Caldas) B.V.										
1292				TermoCharron Limitada										
1293				BP Gas Colombia E.S.P.										
1294				Colombia Distribution Holdings (Quindio) B.V.										
1295				BP Gas Colombia E.S.P.										
1296				Colombia Distribution Holdings (Risaralda) B.V.										
1297				BP Gas Colombia E.S.P.										
1298				Colombia Distribution Holdings (Valle) B.V.										
1299				BP Gas Colombia E.S.P.										
1300				TermoCharron Limitada										
1301				Delta Turp Sanayi ve Ticaret A.S.										
1302				Gas Marketing Holdings (Colombia) B.V.										
1303				BP Gas Colombia E.S.P.										
1304				Jamaica Aircraft Refueling Services Limited										
1305				MOBIL Lubricants S.A.										
1306				OLIMP-TEX S.A.										
1307				Romanian Fueling Services S.R.L.										
1308				STBP Holdings Limited										
1309				ZAOP Petrol Complex Holding Company										
1310				ZAOP Petrocomplex Property Company										
1311				ZAOP Petrocomplex Equipment Company										
1312				ZAOP Petrocomplex Property Company										
1313				Yemen British Lubricants Marketing Company										
1314				BP International Investment B.V.										
1315				BP Kemlek n.v.										
1316				BP Luxembourg S.A.										
1317				BP Nederland Holdings B.V.										
1318				BP Exploracion de Venezuela S.A.										
1319				BP Nederland B.V.										
1320				Actonair B.V.										
1321				Alcorail Fuel Supply B.V.										
1322				BP Capital B.V.										
1323				BP Lubas Nederland B.V.										
1324				BP Nederland V.O.F.										
1325				BP Noord-Oost Nederland B.V.										
1326				BP Direct V.O.F.										
1327				BP Raffinadeil B.V.										
1328				Maasvlakte Olie Terminal C.V.										
1329				Maasvlakte Olie Terminal N.V.										
1330				Nederlands Refining Company B.V. (BP/ exaco JV)										
1331				BP Schuilen Oliepans B.V.										
1332				BP Direct V.O.F.										
1333				Petrub B.V.										
1334														

BP Amoco Group Company Structure Details															As at 31 July 2000 LAST revised 281100 AMT									
Index	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15		% Direct Parent Incl 100%	% Group If not 100%	Country of Incorporation				
1335																		11.110%	11.110%	The Netherlands				
1336																		23.333%	70.000%	The Netherlands				
1337																		33.330%	33.330%	The Netherlands				
1338																		49.000%	49.000%	The Netherlands				
1339																		12.300%	12.300%	The Netherlands				
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BP Amoco Group Company Structure Details															As at 31 July 2000 (AST revised 28/1/00 AMT)													
Index	Level	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	% Direct Parent (Incl 100%)	% Group If not 100% (incl 100%)	Country of Incorporation									
1681					Mobil Europe Lubricants Limited												49.000%	49.000%	England									
1682					National Petroleum Company Limited												49.000%	49.000%	England									
1683					The National Petroleum Company Limited														England									
1684					Petroleum Fuelling Services Limited												50.000%	50.000%	England									
1685					Petroleum Employers' Council												10.000%	10.000%	England									
1686					S. & J. D. Robertson North Air Limited														Scotland									
1687					Scottish Oils Limited														Scotland									
1688					Shell Mex and B.P. Limited												40.000%	40.000%	England									
1689					BP Marketing Limited (in Liquidation)												40.000%	40.000%	England									
1690					Medway Oil and Storage Company, Limited												40.000%	40.000%	England									
1691					Shell and BP Scotland Limited												40.000%	40.000%	England									
1692					SM Realisations Limited (in Liquidation)												40.000%	40.000%	England									
1693					Stansted Fuelling Company Limited												14.280%	14.280%	England									
1694					The Dominion Motor Spirit Co., Limited														England									
1695					The Power Petroleum Company Limited														England									
1696					United Kingdom Oil Fuelles Limited												18.500%	18.500%	England									
1697					United Kingdom Petroleum Industry Association Limited												7.690%	7.690%	England									
1698					Walton-Gatwick Pipeline Company Limited												27.330%	27.330%	England									
1699					West London Pipeline and Storage Limited												1.000%	1.000%	England									
1700					Wymondham Oil Storage Limited												50.000%	50.000%	England									
1701					BP Oil Venezuela Limited														England									
1702					BP Oil Yemen Limited														England									
1703					BP Panama SA														Panama									
1704					Pan Marine Services SA														Panama									
1705					BP Portuguesa SA												50.000%	50.000%	Portugal									
1706					24 X 24 Produtos Alimentares e Utilidades Domesticas, Lda														Portugal									
1707					BP Enerfrica - Distribucao de Combustiveis, Sociedade Unipessoal Limitada												59.600%	5.000%	Portugal									
1708					Cardol - Sociedade de Comercializacao de Combustiveis, Lda												10.000%	10.000%	Portugal									
1709					CLC-Companhia Logistica de Combustiveis, SA												25.000%	25.000%	Portugal									
1710					Douglas-Companhia Produtora e Distribuidora de Gas, S.												2.000%	2.000%	Portugal									
1711					SABA - Sociedade Abastecedora de Aeronaves, Lda												32.000%	32.000%	Portugal									
1712					Cerfimas Estaco-Estabiliza Artificia de Corbira, SA												49.000%	49.000%	Portugal									
1713					SIGAS-Armazenagem de Gas ACG												99.900%	99.900%	Portugal									
1714					Amadeu Montecarlo & Herdeiros, Lda														Portugal									
1715					Sociedade Imobiliario Quinta do Loureiro, SA														Scotland									
1716					BP Enerfrica-Sociedade Unipessoal														England									
1717					BP Power Trading Limited														England									
1718					BP Solar International Limited														England									
1719					BP Solar Holdings Limited												40.000%	40.000%	Saudi Arabia									
1720					BP Solar Arabia Ltd														Australia - Victoria									
1721					BP Solar Australia Pty Ltd												49.000%	49.000%	Malaysia									
1722					BP Solar Malaysia Sdn Bhd												48.660%	69.510%	Thailand									
1723					BP Thai Solar Corporation Ltd												51.000%	51.000%	India									
1724					Tata BP Solar India Limited														England									
1725					BP Solar Limited														England									
1726					BP Solar East Africa Limited														England									
1727					BP South East Asia (Trading) Limited												25.000%	25.000%	Indonesia									
1728					PT Exco-1 (Operation Service Company)														Indonesia									
1729					BP Tanker Company Limited														England									
1730					P. T. Jassatama Petroindc														Indonesia									
1731					BP Venezuela Limited														England									
1732					Bristol Composite Materials Pension Trustees Limited (in Liquidator														England									
1733					Britannic Energy Trading Limited														England									
1734					Britannic Trading Limited														England									
1735					Caymans 97 Holdings Ltd												4.900%	4.900%	Cayman Islands									
1736					ChemConnect, Inc.												6.000%	6.000%	USA - Delaware									
1737					Exull, Inc.														England									
1738					Yitreads.com UK Limited														England									

BP Amoco Group Company Structure Details															As at 31 July 2000 (AST revised 281100 AMT)										% Direct Parent (not 100%)	% Group if not 100%	Country of Incorporation	Partnership				
Index	Level	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15																
1739			Grangemouth Polypropylene Limited																					49.000%	49.000%	England						
1740			Appry Scotland (Partnership)																					28.000%	28.000%	Scotland						
1741			Greenmountain.com Company																					54.438%	54.438%	USA-Delaware						
1742			Hemel Restaurant Limited																													
1743			International Card Centre Limited																													
1744			Isolan International Limited (in Liquidation)																													
1745			Nilemed Petroleum SA																					50.000%	50.000%	England						
1746			OceanConnect.com Inc																													
1747			Onesoon.com Limited																					0.623%	0.623%	Panama						
1748			PT Kalim Prima Coal																					50.000%	50.000%	USA-Delaware						
1749			Selection Trust Limited (in Liquidation)																													
1750			Seltrust Offshore Holdings Limited (in Liquidation)																													
1751			Seltrust Second Offshore Holdings Limited (in Liquidation)																													
1752			The Consolidated Petroleum Company Limited																					50.000%	50.000%	Bermuda						
1753			Price's Petroleum Company Limited																					50.000%	50.000%	England						
1754			Shell and BP Red Sea Trading Limited																					50.000%	50.000%	England						
1755			Shell and BP Services Limited																					50.000%	50.000%	England						
1756			Shell Red Sea Limited																					50.000%	50.000%	England						
1757			The Consolidated Petroleum Supply Company Limited																													
1758			Trouw Great Britain Limited																													
1759			UTA Tank A.G.																													
1760			Viceroy Investments Limited																													
1761			ISOFAST Limited																													
1762			Young's Paraffin Light and Mineral Oil Company (Limited)																					See Note 2	52.630%	England						
1763			BP Japan Trading Limited																													
1764			BP Korea Limited																													
1765			BP Lesotho (Pty) Limited																													
1766			BP Limited																													
1767			BP Malta Limited																													
1768			BP Middle East Limited																													
1769			Bahrain Aviation Fueling Company B.S.C																													
1770			BP France																													
1771			3TC																													
1772			Apex Ingenerie																													
1773			Appry SNC																													
1774			Amobex SNC																													
1775			BP Capla N.V./S.A																													
1776			BP Chemicals SNC																													
1777			3TC																													
1778			BP Flouj Services																													
1779			BP Laveria SNC																													
1780			Stockage Terminal de La Crau GIE																													
1781			BP Negoce																													
1782			Cie Rhenane de Raffinag																													
1783			Commerce et Services SA																													
1784			Depot Petrolier Coder SARL																													
1785			Depot Petrolier de la Corse SA																													
1786			Discaris Gie																													
1787			Emirates Petroleum Terminals LLC																													
1788			Entrepot Petrolier de Charbery GIE																													
1789			Entrepot Petrolier de Limoges S.A.R.L																													
1790			Entrepot Petrolier de Nancy SARL																													
1791			Entrepot Petroliers Regionaux S.f																													
1792			Entrepot Petrolier de Dijon																													
1793			Entrepot Petrolier de Mulhouse SARL																													
1794			Entrepot Petrolier de Puget sur Agon																													
1795			Entrepot Petrolier de Pays Montceau																													
1796			Entrepot Petrolier de Semo																													

BP Amoco Group Company Structure Details															As at 31 July 2000 LAST revised 28/10/00 AMT														
Level	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	% Direct Parent If Ind 100%	% Group If Ind 100%	Country of Incorporation											
1797				Entrepôts Pétrolier Provenaux S/												22.960%	22.960%	France	Incorporation										
1798				Geraert et Mathys SA														France											
1799				Gastrin SNC														France											
1800				Gaxaro SA														France											
1801				GMCEL														France											
1802				GMCEP														France											
1803				Groupement Aviation Marseille Provence Gif														France											
1804				Groupement Aviation Orléans														France											
1805				Groupement Immobilier Pétrolier														France											
1806				Groupement Pétrolier de Portes les Valenc														France											
1807				Groupement Pétrolier de Saint Pierre des Corp														France											
1808				Groupement Pétrolier de Strasbourg Gif														France											
1809				Groupement Pour L'Aviation Nice Côte d'Azur Gif														France											
1810				Grip d'Explo du Depot Recept Chimievetres Gif														France											
1811				Interfuel SN SNC														France											
1812				Kharlessa SCI														France											
1813				Middle East Lubricants Company LLC														Dubai											
1814				Nephelachimie SA														France											
1815				Oceade S.A.														France											
1816				Oxochime SA														France											
1817				Raffinerie de Strasbourg S/														France											
1818				SA de Gestion de Stocks de Sécurité														France											
1819				Sator														France											
1820				SCI des Petrus Mont Blanc														France											
1821				Sharlan Aviation Services Co. LLC														United Arab Emirates											
1822				Soc de Manutention de Carburants Aviation SA (SMCA)														France											
1823				Soc de Stockage Géologique dans le sel de Manosque (GEOSEL) SN														France											
1824				Soc de transport pétrolier par Pipe-Lines S/														France											
1825				Soc des Pipe-Lines de Strasbourg SAFI														France											
1826				Soc du Pipe-Lines Méditerranée Rhône S/														France											
1827				Soc du Pipeline Sud Européen SA														France											
1828				Soc Française de Stockage Géologiques (GEOSTOCK) SARL														France											
1829				Soc Havraise de Manutention de Produit Pétroliers S/														France											
1830				Soc Maritime des Combustibles Liquides de Boulogne sur-Mer S/														France											
1831				Soc Raffinage BP/Elf Dunkerque S/														France											
1832				Société Gerland SA														France											
1833				SOHALA														France											
1834				SHHP														France											
1835				Cergy St Christophe														France											
1836				Comptoir Auxiliaire Pétrolier S/														France											
1837				Distribution Houtere SCI														France											
1838				Rue de Lille SA														France											
1839				Revue Generale des Routes et Aérodomes S.														France											
1840				SCI Aquella Lavet														France											
1841				Soc Generale de Maintenance S/														France											
1842				Stockage géologique de gaz de Laver														France											
1843				Transpetrol SARL														France											
1844				BP Namibia (Proprietary) Limited														Namibia											
1845				BP Namibia Limited														England											
1846				BP Pension Trustees Limited														USA-Delaware											
1847				Finisbury Properties Inc														USA-Delaware											
1848				Finisbury Properties Inc														England											
1849				Roemaker Properties Limited														England											
1850				BP Pensions Services Limited (Renamed: BP Pensions Limited in August 2000														England											
1851				BP Petroleum A.S.														Turkey											
1852				Armaral Depolama Hizmetleri Limited Sirketi														Turkey											
1853				Mobil Maden Yagları Ortaklığı														Turkey											
1854				Akaryaklı Ortaklığı														Turkey	Partnership										

[illegible]

BP Amoco Group Company Structure Details															As at 31 July 2000 (AST revised 28/1/00 AMT)															
Level	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15														
Index																														
1913			Burnah Oil (Bermuda) Limited																											
1914			Burnah Oil Indonesia Limited																											
1915			Burnah Castrol Finance PLC																											
1916			Burnah Castrol B.V.																											
1917			The Burnah Oil Company (Pakistan Trading) Limited																											
1918			Burnah Castrol Germany Holdings Limited																											
1919			The Burnah Oil Company (Overseas) Limited																											
1920			Burnah Oil Investment Holdings Limited																											
1921			Burnah Castrol Fuels Limited																											
1922			Burnah - Shell Oil Storage & Distributing Company of India Limited																											
1923			Beattie Holdings Limited																											
1924			C.C. Wakefield & Company Limited																											
1925			Castrol Europe Limited																											
1926			Halmanco Limited																											
1927			J.H.C. Realisations Limited																											
1928			Lobitos Oilfields Limited																											
1929			Manchester Oil Refinery (Holdings) Limited																											
1930			Morris Rubber Industries Limited																											
1931			Motor Accessories Manufacturers Association Limited																											
1932			O.M.D.C. Limited																											
1933			Petrowaxes Limited																											
1934			Castrol North America Inc.																											
1935			Chem-Trend Inc.																											
1936			Chem-Trend AS																											
1937			Chem-Trend (Sverige) AB																											
1938			Chem-Trend (France) SARL																											
1939			Chem-Trend Comercial S.A. De C.V.																											
1940			Chem-Trend De Mexico S.A. De C.V.																											
1941			Chem-Trend Industria Inc.																											
1942			Chem-Trend Industria Inc. e.d.a.																											
1943			Chem-Trend International Corporation																											
1944			Chem-Trend Korea Limited																											
1945			Chem-Trend Ventures Inc.																											
1946			Castrol Industrial North America Inc.																											
1947			Lubeccon Systems, Inc.																											
1948			Lubeccon Canada, Limited																											
1949			Lubeccon Systems GmbH																											
1950			Turnolube L.L.C.																											
1951			Castrol Heavy Duty Lubricants Inc.																											
1952			Dryden Oil Company, Inc.																											
1953			Burnah Castrol Holdings Inc.																											
1954			Hemel Corporation																											
1955			OMD87, Inc.																											
1956			Paragon Wax Refining Company																											
1957			Dusseck Campbell Inc.																											
1958			Burnah Technical Services, Inc.																											
1959			Sentrol, Inc.																											
1960			UV Systems, Inc.																											
1961			BAE Fund Corporation																											
1962			BOFH Inc.																											
1963			BPD Inc.																											
1964			Burgas Inc.																											
1965			BPO, Inc.																											
1966			Burnah Castrol Chemicals Inc.																											
1967			Burnah Oil (Louisiana) Inc.																											
1968			Burnah Oil (New York) Inc.																											
1969			Burusa, Inc.																											
1970			Castrol Caribbean & Central America Inc.																											

BP Amoco Group Company Structure Details															As at 31 July 2000 LAST revised 281100 AMT																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
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BP Amoco Group Company Structure Details															As at 31 July 2000 (LAST revised 281100 AMT)									
Index	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15			% Direct Parent if not 100%	% Group if not 100%	Country of Incorporation			
2067					Castrol Middle East Limited														100.100%	96.000%	England			
2068					Castrol India Limited														48.960%	96.000%	India			
2069					Castrol (Taiwan) Limited														96.000%	96.000%	Taiwan			
2090					Castrol (Thailand) Limited														47.030%	96.000%	Thailand			
2091					Fosoco (Thailand) Limited														11.758%	96.000%	Thailand			
2092					Saxon Thailand Limited														47.894%	96.000%	Thailand			
2093					Castrol Vietnam Limited														57.600%	96.000%	Vietnam			
2094					Castrol Zimbabwe (Private) Limited														96.000%	96.000%	Zimbabwe			
2095					Castrol Canada Inc														96.000%	96.000%	Canada			
2096					Veedol (Canada) Limited														96.000%	96.000%	Canada			
2097					Castrol Switzerland A.G.														96.000%	96.000%	Switzerland			
2098					Veedol (Switzerland) A.G.														96.000%	96.000%	Switzerland			
2099					Castrol Italiana S.p.A.														96.000%	96.000%	Italy			
2100					Castrol AS														96.000%	96.000%	Denmark			
2101					Fosroc AS														96.000%	96.000%	Denmark			
2102					Castrol AB														96.000%	96.000%	Sweden			
2103					Fosoco AB														96.000%	96.000%	Sweden			
2104					Castrol Norge AS														96.000%	96.000%	Norway			
2105					Norwegian Concrete Technologies A.S														96.000%	96.000%	Norway			
2106					Castrol N.V.														96.000%	96.000%	Belgium			
2107					Castrol Heilas S.A.														96.000%	96.000%	Greece			
2108					Castrol Madeni Yaglar Sanayi Ve Ticaret A.S.														96.000%	96.000%	Turkey			
2109					Fosroc Kimya Sanayi Ve Ticaret A.S.														72.000%	96.000%	Turkey			
2110					Castrol Oy														96.000%	96.000%	Finland			
2111					PT Castrol Indonesia														68.300%	96.000%	Indonesia			
2112					PT Cakrawala Tata Sentosa														62.946%	96.000%	Indonesia			
2113					Electrical Oil Services Limited														96.000%	96.000%	England			
2114					Castrol Ceylon (Private) Limited														48.000%	96.000%	England			
2115					Fosoco SA de CV														96.000%	96.000%	Sri Lanka			
2116					Castrol Mexico S.A. de CV														96.000%	96.000%	Mexico			
2117					Fosoco Holding International B.V.														96.000%	96.000%	Mexico			
2118					Castrol Nederland B.V.														96.000%	96.000%	The Netherlands			
2119					Burmah Oil Netherlands Explorations B.V.														96.000%	96.000%	The Netherlands			
2120					Orion Aardolprodukten Onderneming B.V.														96.000%	96.000%	The Netherlands			
2121					Reclamin Benelux B.V.														96.000%	96.000%	The Netherlands			
2122					Edelme B.V.														47.940%	96.000%	The Netherlands			
2123																			96.000%	96.000%	Venezuela			
2124					Fosven CA														96.000%	96.000%	The Netherlands			
2125					Fosoco Holding B.V.														48.000%	96.000%	The Netherlands			
2126					Castrol B.V.														96.000%	96.000%	Cuba			
2127																			96.000%	96.000%	The Netherlands			
2128					Dusek Campbell B.V.														96.000%	96.000%	Cyprus			
2129					Castro Marine Oils (Cyprus) Limited														96.000%	96.000%	The Netherlands			
2130					Fosoco Austria GmbH														96.000%	96.000%	Austria			
2131					Fars Iran S.S.K.														38.4100%	96.000%	Iran			
2132					Fosbel Europe B.V.														48.960%	96.000%	The Netherlands			
2133					Fosroc Korea Limited														96.000%	96.000%	The Netherlands			
2134					Fosoco Korea Limited														96.000%	96.000%	Korea			
2135					Foundry Traders International Limited														96.000%	96.000%	Hong Kong			
2136					Fosoco Nederland B.V.														96.000%	96.000%	The Netherlands			
2137					Fosoco Portugal Produtos Para Fundicao Limited														96.000%	96.000%	Portugal			
2138					Fosoco S.r.l.														96.000%	96.000%	Italy			
2139					Fosoco S.A.														96.000%	96.000%	Belgium			
2140					Fosoco-Morval Inc														96.000%	96.000%	Canada			
2141					Fosroc Benelux B.V.														96.000%	96.000%	The Netherlands			
2142					Fosroc Euro. S.A.														96.000%	96.000%	The Netherlands			
2143					PT Fosroc Fosoco Indonesia														96.000%	96.000%	Spain			
2144					Burmah Castrol Chemicals NZ Limited														48.960%	96.000%	Indonesia			
																			96.000%	96.000%	New Zealand			

BFL Amoco Group Company Structure Details															As at 31 July 2000 (AST revised 28/100 AMT)									
Index	Level	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15		% Direct Parent (Indl 100%)	% Group If Indl 100%	Country of Incorporation				
2145							Fossec Chile Limited											51.000%	96.000%	Chile				
2146							Fosbel Holdings Inc.												48.960%	96.000%	USA			
2147							Fosbel Canada, Inc.												96.000%	96.000%	Canada			
2148							Fosbel Inc.												96.000%	96.000%	USA			
2149							Celek Holdings LLC												96.000%	96.000%	USA			
2150							Celek LLC												96.000%	96.000%	USA			
2151							Fossec Canada Inc.												96.000%	96.000%	Canada			
2152							Fossec Holding Inc.												96.000%	96.000%	USA			
2153							Medina Holding Company												96.000%	96.000%	USA			
2154							Baltimore Ennis Land Company, Inc.												96.000%	96.000%	Canada			
2155							Baltimore Ennis Land Development Limited												96.000%	96.000%	USA			
2156							Berea Holding Company												96.000%	96.000%	USA			
2157							Fossec Moral (USA) Inc.												96.000%	96.000%	USA			
2158							Fossec Inc.												96.000%	96.000%	USA			
2159							Fossec Management, Inc.												96.000%	96.000%	USA			
2160							Georgetown Holding Company												96.000%	96.000%	USA			
2161							Fossec, Inc.												96.000%	96.000%	USA			
2162							Exomet Inc.												96.000%	96.000%	USA			
2163							Fossec Properties, Inc.												96.000%	96.000%	USA			
2164							Fossec Trading A.G.												96.000%	96.000%	Switzerland			
2165							Al Gung Fossec LLC												47.040%	96.000%	United Arab Emirates			
2166							Fossec Company Limited												48.000%	96.000%	Saudi Arabia			
2167							Fossec Austria GmbH												96.000%	96.000%	Austria			
2168							Fossec Golden Gate Company												48.000%	96.000%	Taiwan			
2169							Burnmah Castrol Overseas Holdings Limited												96.000%	96.000%	England			
2170							Burnmah Castrol France Holdings S.A.												96.000%	96.000%	France			
2171							Seitrol S.A.												96.000%	96.000%	France			
2172							Fossec CIA S.A.S.												96.000%	96.000%	France			
2173							Castrol France S.A.												33.531%	96.000%	France			
2174							Biosoph Laboratories S.A.R.L.												83.893%	96.000%	France			
2175							Compagnie Des Bases Lubrifiantes S.A.												83.893%	96.000%	France			
2176							Fossec S.A. - France												83.893%	96.000%	France			
2177							Sevitrol SA												96.000%	96.000%	France			
2178							Impar SA												96.000%	96.000%	France			
2179							Produtis Metallurgie Doitau S.A.												96.000%	96.000%	France			
2180							Veedol France S.A.												96.000%	96.000%	France			
2181							Tribol SARL												96.000%	96.000%	France			
2182							Burnmah Castrol Holding GmbH												96.000%	96.000%	Germany			
2183							Chem-Trend (Deutschland) GmbH												96.000%	96.000%	Germany			
2184							Fossec GmbH												96.000%	96.000%	Germany			
2185							Castrol Industrie GmbH												96.000%	96.000%	Germany			
2186							Fossec GmbH												96.000%	96.000%	Germany			
2187							Stelbe GmbH												96.000%	96.000%	Germany			
2188							Fosbel GmbH												96.000%	96.000%	Germany			
2189							Fossec Steelroll Supplies GmbH												96.000%	96.000%	Germany			
2190							Willich Fossec AG												96.000%	96.000%	Germany			
2191							Willich Fossec GmbH												96.000%	96.000%	Germany			
2192							Willich Fossec AG												96.000%	96.000%	Germany			
2193							Willich Fossec-technik Gornica Budowlana Sp Z.o.o												96.000%	96.000%	Poland			
2194							Fossec TPS												70.000%	67.200%	Russia			
2195							Carbolach Fossec GmbH												48.000%	96.000%	Germany			
2196							The Burnmah Oil (Deutschland) GmbH												96.000%	96.000%	Germany			
2197							Castrol Central & Eastern Europe GmbH												96.000%	96.000%	Germany			
2198							Burnmah Oil Technology GmbH												96.000%	96.000%	Germany			
2199							Consula Chemie GmbH												96.000%	96.000%	Germany			
2200							Deutsche Castrol Industrie GmbH												96.000%	96.000%	Germany			
2201							Optinol Oelwerke Industrie GmbH												96.000%	96.000%	Germany			
2202							Deutsche Castrol Vertriebs GmbH												96.000%	96.000%	Germany			

BFL Amoco Group Company Structure Details															As at 31 July 2000 LAST revised 281100 AMT										
Level	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15		% Direct Parent if not 100%	% Group if not 100%	Country of Incorporation						
2203							Deutsche Veedol GmbH										96.000%	Germany	100.00%	Germany					
2204							Consula Beratings - Und Dienstleistungs GmbH										96.000%	Germany		Incoporation					
2205							Sercol GmbH										96.000%	Germany							
2206							Solva Mineralol GmbH										96.000%	Germany							
2207							Castrol (C) Spol S.R.O.										96.000%	Germany							
2208							Castrol Hungaria Kereskedelmi Kt										96.000%	Czech Republic							
2209							Castrol Polska Sp Z.O.O.										96.000%	Hungary							
2210							Castrol Slovakia spol S.H.O										96.000%	Poland							
2211							Castrol Slovenia D.O.O.										96.000%	Slovakia							
2212							Castrol Romania S.R.L.										96.000%	Romania							
2213							Castrol Russia GmbH										96.000%	Slovenia							
2214							Castrol Croatia D.O.O.										96.000%	Russia							
2215							Castrol Commercial GmbH										96.000%	Croatia							
2216							Castrol Marine Oil GmbH										96.000%	Germany							
2217							Burmah Chile Equities Limited										96.000%	Germany							
2218							Burmah Chile Investments Limited										96.000%	Germany							
2219							Burmah Chile S.A.										96.000%	England							
2220							Burmah Oil Investments (Australia) (Pty) Limited										96.000%	England							
2221							Burmah Castrol Australia Limited										96.000%	Chile							
2222							Sercol Australia (Pty) Limited										96.000%	Australia							
2223							Burmah Fuels Australia Limited										96.000%	Australia							
2224							Strongflow Petroleum Limited										96.000%	Australia							
2225							Burmah Fuels (Queensland) (Pty) Limited										96.000%	Australia							
2226							Burmah Group (Australia) Nominees (Pty) Limited										96.000%	Australia							
2227							Castrol Australia (Pty) Limited										96.000%	Australia							
2228							Dussek Campbell Pty Limited										96.000%	Australia							
2229							Epha (Pty) Limited										96.000%	Australia							
2230							SAC (Pty) Limited										96.000%	Australia							
2231							Kinrad (Pty) Limited										96.000%	Australia							
2232							Fosoco (Pty) Limited										96.000%	Australia							
2233							Fosoco Holdings (Pty) Limited										96.000%	Australia							
2234							Fosroc Grouping (Pty) Limited										96.000%	Australia							
2235							Venturine (Pty) Limited										96.000%	Australia							
2236							Venturine (Old) (Pty) Limited										96.000%	Australia							
2237							Tecrete (Pty) Limited										96.000%	Australia							
2238							Ranchester (Pty) Limited										96.000%	Australia							
2239							Burmah Castrol N.Z. Limited										96.000%	New Zealand							
2240							Castrol N.Z. Limited										96.000%	New Zealand							
2241							Fosroc Limited										96.000%	New Zealand							
2242							Glanatex Products Limited										96.000%	Australia							
2243							South Pacific Lubrication Limited										96.000%	Australia							
2244							Technical Waves (New Zealand) Limited										96.000%	Australia							
2245							Burmah Castrol South Africa (Pty) Limited										96.000%	New Zealand							
2246							Castrol Namibia (Pty) Limited										96.000%	New Zealand							
2247							Castrol South Africa (Pty) Limited										96.000%	Australia							
2248							Burmah Adhesives & Sealants (Pty) Limited										96.000%	South Africa							
2249							Castrol Africa (Pty) Limited										96.000%	South Africa							
2250							Castrol Swaziland (Pty) Limited										96.000%	South Africa							
2251							Dolmar (Pty) Limited										96.000%	South Africa							
2252							Dussek Campbell (Proprietary) Limited										48.960%	Swaziland, South Africa							
2253							Fosoco South Africa (Pty) Limited										96.000%	South Africa							
2254							Foundry Services South Africa (Pty) Limited										96.000%	South Africa							
2255							Por Properties (Pty) Limited										96.000%	South Africa							
2256							Fosroc Stratrol (Pty) Limited										96.000%	South Africa							
2257							Fortune Properties Alode (Pty) Limited										96.000%	South Africa							
2258							Stratrol Products (Pty) Limited										96.000%	South Africa							
2259							Paardell Investments (Pty) Limited										96.000%	South Africa							
2260							Burmah Castrol Overseas Holdings Limited										23.810%	England							

BP Amoco Group Company Structure Details															As at 31 July 2000 (ASIF revised 281100 AMT)																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																						
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BP Amoco Group Company Structure Details															As at 31 July 2000 LAST revised 28/10/00 AMT														
Level	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15														
2319						Dussak Campbell Pty Limited																							
2320						Epia (Pty) Limited																							
2321						S.C. (Pty) Limited																							
2322						Kinnard (Pty) Limited																							
2323						Fosoco (Pty) Limited																							
2324						Fosoco Holdings (Pty) Limited																							
2325						Fosroc Grouping (Pty) Limited																							
2326						Ventrine (Pty) Limited																							
2327						Ventrine (Old) (Pty) Limited																							
2328						Teetree (Pty) Limited																							
2329						Franchester (Pty) Limited																							
2330						Burnmah Castro N.Z. Limited																							
2331						Castro N.Z. Limited																							
2332						Fosroc Limited																							
2333						Glaxatex Products Limited																							
2334						South Pacific Lubrication Limited																							
2335						Technical Waves (New Zealand) Limited																							
2336						Burnmah Castro South Africa (Pty) Limited																							
2337						Castro Namibia (Pty) Limited																							
2338						Castro South Africa (Pty) Limited																							
2339						Burnmah Adhesives & Sealants (Pty) Limited																							
2340						Castro Africa (Pty) Limited																							
2341						Castro Swaziland (Pty) Limited																							
2342						Dolmar (Pty) Limited																							
2343						Dussak Campbell (Proprietary) Limited																							
2344						Fosoco South Africa (Pty) Limited																							
2345						Foundry Services South Africa (Pty) Limited																							
2346						Fosroc Stratatool (Pty) Limited																							
2347						Fortune Properties Alrode (Pty) Limited																							
2348						Stratobolt Products (Pty) Limited																							
2349						Paardell Investments (Pty) Limited																							
2350																													
2351						Calngorm Insurance Limited																							
2352						Fosoco plc																							
2353						Fosoco Transnational Limited																							
2354						Burnmah Castro Philippines Inc.																							
2355						Fosoco Espanola S.A.																							
2356						Burnmah Castro Chemicals S.A.																							
2357						Fosoco Zimbabwe (Pty) Limited																							
2358						Fosroc SAE																							
2359						Fosoco (Thailand) Limited																							
2360						Fosoco International Limited																							
2361						Patina Limited																							
2362						Stonestart (Frm) Limited																							
2363						Fosoco Executive Pension Fund Trustee (1992) Limited																							
2364						Kemwell Limited																							
2365						Fosoco Technology Limited																							
2366						Fosoco Foundry (China) Limited																							
2367						Fosoco International Limited																							
2368						Fosroc Chemicals (India) Limited																							
2369						Hemel Laboratories Limited																							
2370						Fosroc Taiwan Limited																							
2371						Fosroc Vertitech S.R.O.																							
2372						Fosoco India Limited																							
2373						Minerals Separation Limited																							
2374						Unicom Industries Pte																							
2375						Fosoco (GB) Limited																							
2376						Fosroc Expandable Limited																							

BP Amoco Group Company Structure Details															As at 31 July 2000 LAST revised 281100 AMT																
Index	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	% Direct Parent (if not 100%)	% Group if not 100%	Country of Incorporation												
2377							Fosco Pension Fund Trustees Limited										51.000%	96.000%	England												
2378							Fosbel International Limited											48.960%	96.000%	England											
2379							Holwork Europe Limited											96.000%	96.000%	England											
2380							Fosco Holding International Limited											96.000%	96.000%	England											
2381							Fosco (F.S.) Limited											96.000%	96.000%	England											
2382							Fosco Technik Limited											96.000%	96.000%	England											
2383							Foundry Services Limited											96.000%	96.000%	England											
2384							Fosco-Morval Technology Limited											96.000%	96.000%	England											
2385							Iico Limited											96.000%	96.000%	England											
2386							Technik International Limited											96.000%	96.000%	England											
2387							Fosco Morval Limited											96.000%	96.000%	England											
2388							Ship (F) Limited											96.000%	96.000%	England											
2389							Fosco (MFL) Limited											96.000%	96.000%	England											
2390							Unicom Industries Plc										74.520%	96.000%	England												
2391							Fosco (GB) Limited											96.000%	96.000%	England											
2392							Fosco Expandable Limited											96.000%	96.000%	England											
2393							Fosco Pension Fund Trustees Limited											48.960%	96.000%	England											
2394							Fosbel International Limited											96.000%	96.000%	England											
2395							Holwork Europe Limited											96.000%	96.000%	England											
2396							Fosco Holding International Limited											96.000%	96.000%	England											
2397							Fosco (F.S.) Limited											96.000%	96.000%	England											
2398							Fosco Technik Limited											96.000%	96.000%	England											
2399							Foundry Services Limited											96.000%	96.000%	England											
2400							Fosco-Morval Technology Limited											96.000%	96.000%	England											
2401							Iico Limited											96.000%	96.000%	England											
2402							Technik International Limited											96.000%	96.000%	England											
2403							Fosco Morval Limited											96.000%	96.000%	England											
2404							Ship (F) Limited											96.000%	96.000%	England											
2405							Fosco (MFL) Limited											96.000%	96.000%	England											
2406							Fosco (Proprietary) Limited											96.000%	96.000%	Botswana											
2407							Emerald Oilshore Services Limited											41.817%	96.000%	Iran											
2408							Pars Investment Corporation											2.080%	96.000%	England											
2409							Employment Conditions Abroad Ltd											17.110%	96.000%	England											
2410							Kenilworth Oil Company Limited											33.330%	96.000%	Kenya											
2411							Kenya Petroleum Refineries Limited											10.000%	96.000%	England											
2412							LENIA Housing Limited											33.330%	96.000%	England											
2413							Melrose Oil Trading Company Limited											10.000%	96.000%	British Virgin Islands											
2414							National Gas Shipping Company Limited											40.000%	96.000%	Saudi Arabia											
2415							Peninsular Aviation Services Company Limited											33.400%	96.000%	Japan											
2416							Petrolub International Co. Ltd											33.400%	96.000%	Japan											
2417							BP Express KK											9.000%	96.000%	USA-Delaware											
2418							Polygon Pension Trustees Limited (in liquidation)											7.120%	96.000%	France											
2419							Saber Equipment Corp											11.000%	96.000%	Italy											
2420							Soc du Pipeline Sud European SA											9.000%	96.000%	England											
2421							Societa Italiana per L'Oleodotto Transalpino S.p.A											9.000%	96.000%	England											
2422							The BP Amoco Share Schemes Trustees Limited											9.000%	96.000%	England											
2423							The British Petroleum Company Limited											9.000%	96.000%	England											
2424							The Tanker Insurance Company Limited											9.000%	96.000%	England											

MASTER

APPLICATION FOR TRANSPORTATION AND
UTILITY SYSTEMS AND FACILITIES
ON FEDERAL LANDS

FORM APPROVED
OMB NO. 1004-0060
Expires: December 31, 2001

NOTE: Before completing and filing the application, the applicant should completely review this package and schedule a preapplication meeting with representatives of the agency responsible for processing the application. Each agency may have specific and unique requirements to be met in preparing and processing the application. Many times, with the help of the agency representative, the application can be completed at the preapplication meeting.

FOR AGENCY USE ONLY

Application Number

Date filed

1. Name and address of applicant (include zip code)

See Attachment 1.

2. Name, title, and address of authorized agent if different from Item 1 (include zip code)

3. TELEPHONE (area code)

Applicant

See Attachment 1.

Authorized Agent

4. As applicant are you? (check one)

- a. ☐ Individual See Attachment 1.
b. ☐ Corporation*
c. ☐ Partnership/Association*
d. ☐ State Government/State Agency
e. ☐ Local Government
f. ☐ Federal Agency

* If checked, complete supplemental page

5. Specify what application is for: (check one) See response on page 6.

- a. ☐ New authorization
b. ☒ Renewing existing authorization No.
c. ☐ Amend existing authorization No.
d. ☐ Assign existing authorization No.
e. ☐ Existing use for which no authorization has been received*
f. ☐ Other*

* If checked, provide details under Item 7

6. If an individual or partnership are you a citizen(s) of the United States? ☐ Yes ☐ No See response on page 6.

7. Project description (describe in detail): (a) Type of system or facility, (e.g., canal, pipeline, road); (b) related structures and facilities; (c) physical specifications length, width, grading, etc.; (d) term of years needed; (e) time of year of use or operation; (f) Volume or amount of product to be transported; (g) duration and timing of construction; and (h) temporary work areas needed for construction (Attach additional sheets, if additional space is needed.)

- (a) Pipeline System, as defined generally in § 1.1.1.22 of Exhibit D to the January 23, 1974 Agreement and Grant of Right-of-Way for Trans-Alaska Pipeline ("Federal Grant");
(b) See generally Environmental Report for the Trans-Alaska Pipeline System Right-of-Way Renewal in Volume 3 ("Environmental Report") at §§ 2.1.1 and 4.2.1; Duration of Right-of-Way Renewal for the Trans-Alaska Pipeline System in Volume 2 ("Duration Report") at Appendix 4; Federal Line Lists in Volume 2 at Tab 1D- 1H;
(c) See generally Environmental Report at §§ 2.1.1 and 4.2.1 and Duration Report at Appendix 4;
(d) Renewal of authorizations for the maximum period allowed by law. See 30 U.S.C. § 185(n) and Duration Report generally;
(e) Year round;
(f) See generally Environmental Report at Appendices A and D (pps. D-1 through D-12);
(g) Not applicable;
(h) Not applicable.

See also Attachment 2.

8. Attach a map covering area and show location of project proposal See generally Attachment 2, Environmental Report at Appendix C and Federal Lists in Volume 2 at Tabs 1D-1H.

9. State or local government approval: ☐ Attached ☒ Applied for ☐ Not required

10. Nonreturnable application fee: ☐ Attached ☒ Not required

11. Does project cross international boundary or affect international waterways? ☐ Yes ☒ No (If "yes," indicate on map)

12. Give statement of your technical and financial capability to construct, operate, maintain, and terminate system for which authorization is being requested.

See response on page 6.

13a. Describe other reasonable alternative routes and modes considered.

Not applicable.

b. Why were these alternatives not selected?

Not applicable.

c. Give explanation as to why it is necessary to cross Federal Lands.

Existing TAPS facilities are located on and cross federal lands.

14. List authorizations and pending applications filed for similar projects which may provide information to the authorizing agency. (Specify number, date, code, or name)

See generally Federal and State Line Lists in Volume 2 at Tab 1.

15. Provide statement of need for project, including the economic feasibility and items such as: (a) cost of proposal (construction, operation, and maintenance); (b) estimated cost of next best alternative; and (c) expected public benefits.

See generally Environmental Report, including §§ 1.2; 3.3; 4.3.3, and Duration Report, including §§ 1; 3; 4; 8; and 9.

16. Describe probable effects on the population in the area, including the social and economic aspects, and the rural lifestyles.

See generally Environmental Report §§ 3.3; 4.3.3; 4.5 and Duration Report § 8. Additional information may be found in studies and reports that bear on TAPS, such as those identified in the Environmental Report at Section 8 and 43 U.S.C. § 1651(b), and the 1972 Environmental Impact Statement (6 vols.) that preceded the execution of the Federal Grant.

17. Describe likely environmental effects that the proposed project will have on: (a) air quality; (b) visual impact; (c) surface and ground water quality and quantity; (d) the control or structural change on any stream or other body of water; (e) existing noise levels; and (f) the surface of the land, including vegetation, permafrost, soil, and soil stability.

(a) See generally Environmental Report §§ 3.1.3; 4.3.1.3; 4.5; 4.8.2.3; (b) See generally Environmental Report §§ 3.1.3; 3.3.6.3; 4.3.1.3; 4.3.3.9; 4.5; (c) See generally Environmental Report §§ 3.1.1.6; 3.1.2.1; 4.2.1.3; 4.3.1.2; 4.5; 4.8.2.1; 4.8.2.2; (d) See generally Environmental Report §§ 3.1.1.6; 4.2.1.3; 4.3.1.2; 4.3.2.2; 4.5; (e) See generally Environmental Report §§ 3.1.3; 4.3.1.3; 4.5; (f) See generally Environmental Report §§ 3.1.1; 4.1.1; 4.2.1.1; 4.2.1.2; 4.3.1.1; 4.3.2.2; 4.5. (See continuation on page 6.)

18. Describe the probable effects that the proposed project will have on (a) populations of fish, plantlife, wildlife, and marine life, including threatened and endangered species; and (b) marine mammals, including hunting, capturing, collecting, or killing these animals.

(a) See generally Environmental Report §§ 3.2; 4.3.2; 4.5; 4.8.3; (b) See generally Environmental Report §§ 3.2.6; 3.3.3; 4.3.2; 4.3.3.3; 4.5; 4.8.3.4; 4.8.4.4. In both cases additional information may be found in studies and reports that bear on TAPS, such as those identified in the Environmental Report at Section 8 and 43 U.S.C. § 1651(b), and the 1972 Environmental Impact Statement (6 vols.) that preceded the execution of the Federal Grant.

19. State whether any hazardous material, as defined in this paragraph, will be used, produced, transported or stored on or within the right-of-way or any of the right-of-way facilities, or used in the construction, operation, maintenance or termination of the right-of-way or any of its facilities. "Hazardous material" means any substance, pollutant or contaminant that is listed as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. 9601 et seq., and its regulations. The definition of hazardous substances under CERCLA includes any "hazardous waste" as defined in the Resource Conservation and Recovery Act of 1976 (RCRA), as amended, 42 U.S.C. 9601 et seq., and its regulations. The term hazardous materials also includes any nuclear or byproduct material as defined by the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq. The term does not include petroleum, including crude oil or any fraction thereof that is not otherwise specifically listed or designated as a hazardous substance under CERCLA Section 101(14), 42 U.S.C. 9601(14), nor does the term include natural gas.

See response on page 6.

20. Name all the Department(s)/Agency(ies) where this application is being filed.

The original application is being filed with the Bureau of Land Management.

I HEREBY CERTIFY, That I am of legal age and authorized to do business in the State and that I have personally examined the information contained in the application and believe that the information submitted is correct to the best of my knowledge.

Signature of Applicant

See Attachment 3.

Date

See Attachment 3.

Title 18, U.S.C. Section 1001 and Title 43 U.S.C. Section 1212, make it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

APPLICATION FOR TRANSPORTATION AND UTILITY SYSTEMS
AND FACILITIES ON FEDERAL LANDS

GENERAL INFORMATION
ALASKA NATIONAL INTEREST LANDS

This application will be used when applying for a right-of-way, permit, license, lease, or certificate for the use of Federal lands which lie within conservation system units and National Recreation or Conservation Areas as defined in the Alaska National Interest Lands Conservation Act. Conservation system units include the National Park System, National Wildlife Refuge System, National Wild and Scenic Rivers System, National Trails System, National Wilderness Preservation System, and National Forest Monuments.

Transportation and utility systems and facility uses for which the application may be used are:

1. Canals, ditches, flumes, laterals, pipes, pipelines, tunnels, and other systems for the transportation of water.
2. Pipelines and other systems for the transportation of liquids other than water, including oil, natural gas, synthetic liquid and gaseous fuels, and any refined product produced therefrom.
3. Pipelines, slurry and emulsion systems, and conveyor belts for transportation of solid materials.
4. Systems for the transmission and distribution of electric energy.
5. Systems for transmission or reception of radio, television, telephone, telegraph, and other electronic signals, and other means of communications.
6. Improved rights-of-way for snow machines, air cushion vehicles, and all-terrain vehicles.
7. Roads, highways, railroads, tunnels, tramways, airports, landing strips, docks, and other systems of general transportation.

This application **must** be filed simultaneously with each Federal department or agency requiring authorization to establish and operate your proposal.

In Alaska, the following agencies will help the applicant file an application and identify the other agencies the applicant should contact and possibly file with:

Department of Agriculture
Regional Forester, Forest Service (USFS)
Federal Office Building, P.O. Box 21628
Juneau, Alaska 99802-1628
Telephone: (907) 586-7847 (or a local Forest Service Office)

Department of the Interior
Bureau of Indian Affairs (BIA)
Juneau Area Office
9109 Mendenhall Mall Road, Suite 5, Federal Building Annex
Juneau, Alaska 99802
Telephone: (907) 586-7177

Bureau of Land Management (BLM)
222 West 7th Ave., Box 13
Anchorage, Alaska 99513-7599
Telephone: (907) 271-5477 (or a local BLM Office)

National Park Service (NPS)
Alaska Regional Office 2525 Gambell St., Rm. 107
Anchorage, Alaska 99503-2892
Telephone: (907) 257-2585

U.S. Fish & Wildlife Service (FWS)
Office of the Regional Director
1011 East Tudor Road
Anchorage, Alaska 99503
Telephone: (907) 786-3440

Note-Filings with any Interior agency may be filed with any office noted above or with the: Office of the Secretary of the Interior, Regional Environmental Officer, Box 120, 1675 C Street, Anchorage, Alaska 99513.

(For supplemental, see page 4)

Department of Transportation
Federal Aviation Administration
Alaska Region AAL-4, 222 West 7th Ave., Box 14
Anchorage, Alaska 99513-7587
Telephone: (907) 271-5285

NOTE - The Department of Transportation has established the above central filing point for agencies within that Department. Affected agencies are: Federal Aviation Administration (FAA), Coast Guard (USCG), Federal Highway Administration (FHWA), Federal Railroad Administration (FRA).

OTHER THAN ALASKA NATIONAL INTEREST LANDS

Use of this form is not limited to National Interest Conservation Lands of Alaska.

Individual departments/agencies may authorize the use of this form by applicants for transportation and utility systems and facilities on other Federal lands outside those areas described above.

For proposals located outside of Alaska, applications will be filed at the local agency office or at a location specified by the responsible Federal agency.

SPECIFIC INSTRUCTIONS
(Items not listed are self-explanatory)

Item

- 7 Attach preliminary site and facility construction plans. The responsible agency will provide instructions whenever specific plans are required.
- 8 Generally, the map **must** show the section(s), township(s), and range(s) within which the project is to be located. Show the proposed location of the project on the map as accurately as possible. Some agencies require detailed survey maps. The responsible agency will provide additional instructions.
- 9, 10, and 12 - The responsible agency will provide additional instructions.
- 13 Providing information on alternate routes and modes in as much detail as possible, discussing why certain routes or modes were rejected and why it is necessary to cross Federal lands will assist the agency(ies) in processing your application and reaching a final decision. Include only reasonable alternate routes and modes as related to current technology and economics.
- 14 The responsible agency will provide instructions.
- 15 Generally, a simple statement of the purpose of the proposal will be sufficient. However, major proposals located in critical or sensitive areas may require a full analysis with additional specific information. The responsible agency will provide additional instructions.
- 16 through 19 - Providing this information in as much detail as possible will assist the Federal agency(ies) in processing the application and reaching a decision. When completing these items, you should use a sound judgment in furnishing relevant information. For example, if the project is not near a stream or other body of water, **do not** address this subject. The responsible agency will provide additional instructions.

Application must be signed by the applicant or applicant's authorized representative.

If additional space is needed to complete any item, please put the information on a separate sheet of paper and identify it as "Continuation of Item."

SUPPLEMENTAL

NOTE: The responsible agency(ies) will provide additional instructions		CHECK APPROPRIATE BLOCK	
I - PRIVATE CORPORATIONS <small>See response on page 6.</small>		ATTACHED	FILED*
a. Articles of Incorporation		<input type="checkbox"/>	<input type="checkbox"/>
b. Corporation Bylaws		<input type="checkbox"/>	<input type="checkbox"/>
c. A certification from the State showing the corporation is in good standing and is entitled to operate within the State.		<input type="checkbox"/>	<input type="checkbox"/>
d. Copy of resolution authorizing filing		<input type="checkbox"/>	<input type="checkbox"/>
e. The name and address of each shareholder owning 3 percent or more of the shares, together with the number and percentage of any class of voting shares of the entity which such shareholder is authorized to vote and the name and address of each affiliate of the entity together with, in the case of an affiliate controlled by the entity, the number of shares and the percentage of any class of voting stock of that affiliate owned, directly or indirectly, by that entity, and in the case of an affiliate which controls that entity, the number of shares and the percentage of any class of voting stock of that entity owned, directly or indirectly, by the affiliate.		<input type="checkbox"/>	<input type="checkbox"/>
previous applications.		<input type="checkbox"/>	<input type="checkbox"/>
g. If application is for an oil and gas pipeline, identify all Federal lands by agency impacted by proposal.		<input type="checkbox"/>	<input type="checkbox"/>
II- PUBLIC CORPORATIONS			
a. Copy of law forming corporation		<input type="checkbox"/>	<input type="checkbox"/>
b. Proof of organization		<input type="checkbox"/>	<input type="checkbox"/>
c. Copy of Bylaws		<input type="checkbox"/>	<input type="checkbox"/>
d. Copy of resolution authorizing filing		<input type="checkbox"/>	<input type="checkbox"/>
e. If application is for an oil or gas pipeline, provide information required by Item "I-f" and "I-g" above.		<input type="checkbox"/>	<input type="checkbox"/>
III - PARTNERSHIP OR OTHER UNINCORPORATED ENTITY			
a. Articles of association, if any		<input type="checkbox"/>	<input type="checkbox"/>
b. If one partner is authorized to sign, resolution authorizing action is		<input type="checkbox"/>	<input type="checkbox"/>
c. Name and address of each participant, partner, association, or other		<input type="checkbox"/>	<input type="checkbox"/>
d. If application is for an oil or gas pipeline, provide information required by Item "I-f" and "I-g" above.		<input type="checkbox"/>	<input type="checkbox"/>

* If the required information is already filed with the agency processing this application and is current, check block entitled "Filed." Provide the file identification information (e.g., number, date, code, name). If not on file or current, attach the requested information.

<p align="center">DATA COLLECTION STATEMENT</p> <p>The Federal agencies collect this information from applicants requesting right-of-way, permit, license, lease, or certifications for the use of Federal lands.</p> <p>Federal agencies use this information to evaluate your proposal.</p> <p>No Federal agency may request or sponsor, and you are not required to respond to a request for information which does not contain a currently valid OMB Approval Number.</p> <p align="center">BURDEN HOURS STATEMENT</p> <p>The public burden for this form is estimated to vary from 30 minutes to 25 hours per response, with an average of 2 hours per response, including the time for</p>	<p>reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to: U.S. Department of the Interior, Bureau of Land Management, Information Clearance Officer (W0-630), 1849 C Street, Mail Stop 401LS, Washington, D.C. 20240</p> <p>A reproducible copy of this form may be obtained from the Bureau of Land Management, Division of Lands, 1620 L Street, Rm. 1000LS, Washington, D.C. 20036.</p>
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NOTICE

NOTE: This applies to the Department of the Interior/Bureau of Land Management (BLM).

The Privacy Act of 1974 provides that you be furnished with the following information in connection with the information provided by this application for an authorization.

AUTHORITY: 16 U.S.C. 310 and 5 U.S.C. 301.

PRINCIPAL PURPOSE: The primary uses of the records are to facilitate the (1) processing of claims or applications; (2) recordation of adjudicative actions; and (3) indexing of documentation in case files supporting administrative actions.

ROUTINE USES: BLM and the Department of the Interior (DOI) may disclose your information on this form: (1) to appropriate Federal agencies when concurrence or supporting information is required prior to granting or acquiring a right or interest in lands or resources; (2) to members or the public who have a need for the information that is maintained by BLM for public record; (3) to the U.S. Department of Justice, court, or other adjudicative body when DOI determines the information is necessary and relevant to litigation; (4) to appropriate Federal, State, local, or foreign agencies responsible for investigating prosecuting violation, enforcing, or implementing this statute, regulation, or order; and (5) to a congressional of lice when you request the assistance of the Member of Congress in writing.

EFFECT OF NOT PROVIDING THE INFORMATION: Disclosing this information is necessary to receive or maintain a benefit. Not disclosing it may result in rejecting the application.

**MASTER APPLICATION
FOR TRANSPORTATION AND
UTILITY SYSTEMS AND FACILITIES
ON FEDERAL LAND**

For the Trans-Alaska Pipeline System

Continuation of Item #5: Renewal on the same terms of each Applicant's undivided interest in existing authorizations for the Trans-Alaska Pipeline System ("TAPS"), including, but not limited to, F-12505, AA-5847, F-21770, and other authorizations identified on the Federal Line Lists in Volume 2 at Tab 1D -1H.

Continuation of Item #s 6, 12 and Supplemental Items on page 4: Each Applicant identified in response to Item 1 above (individually "Applicant" and collectively "Applicants") separately responds to this item in its respective SUPPLEMENTAL APPLICATION at Volume 1 of 3 (individually "SUPPLEMENTAL APPLICATION" and collectively "SUPPLEMENTAL APPLICATIONS"). Further, nothing in this MASTER APPLICATION should be interpreted or construed as having the effect or implication of any Applicant making any statement, representation or certification as to the accuracy or completeness of any other Applicant's response to this item.

Continuation of Item #17: In all cases additional information may be found in studies and reports that bear on TAPS, such as those identified in the Environmental Report at Section 8 and 43 U.S.C. § 1651(b), and the 1972 Environmental Impact Statement (6 vols.) that preceded the execution of the Federal Grant.

Continuation of Item #19: TAPS does not engage in the use, production, transportation or storage of hazardous materials as part of TAPS' purpose. TAPS operates to transport crude oil, and crude oil is not a hazardous material as defined in this question. Hazardous materials are only present on TAPS incidentally in support of the operation and maintenance of TAPS. All hazardous materials are managed under state and federal law. Those occurrences are described categorically below. Also see Environmental Report § 3.1.1.5.

Hazardous Material Use. Chemical products may be "hazardous materials" or may include components that are hazardous materials. These products are used for TAPS operations and maintenance. Any list of hazardous materials would be only temporarily accurate because product use on TAPS varies continuously. Therefore, they are listed here categorically: paints and associated products; pipe coating chemicals; equipment repair and lubrication products, cleaners, and antifreeze chemicals; adhesives, epoxies and sealants; corrosion inhibitors; fire fighting chemicals; laboratory chemicals used for crude oil analysis; herbicides, pesticides and insecticides (used with the approval of the Authorized Officer); photographic chemicals; and batteries. This list provides a description of TAPS hazardous material use, but is not intended to be comprehensive

chemical by chemical. That detailed information may be obtained from Alyeska's OSHA MSDS (hazardous communication) program and the annual SARA Title III reports submitted to EPA.

Hazardous Material Production. TAPS does not produce hazardous materials.

Hazardous Material Transportation. Chemical product hazardous materials, described above, are transported on and off TAPS facilities utilizing the procedure established under state and federal law. The U.S. DOT has strict requirements for the transportation of chemical products, under 49 CFR Parts 172- 177, 350-399. Hazardous wastes also must comply with the same U.S. DOT transportation requirements. In place is an extensive hazardous material transportation plan that covers both chemical product and hazardous waste transportation on and off TAPS facilities. Bills of lading are used to track the transportation of chemical products. In addition, there are EPA hazardous waste manifests for transported hazardous wastes. The list of hazardous materials transported on and off TAPS facilities would be composed of those hazardous materials listed above under Hazardous Material Use and below under Hazardous Material Storage.

Hazardous Material Storage. The list of hazardous materials stored is the same as the list of hazardous materials used on TAPS facilities, except for waste storage. Where required or appropriate, chemical products are stored within secondary containment. Hazardous wastes that are generated at a TAPS facility are stored utilizing EPA requirements for hazardous waste generators. The hazardous waste categories are predominantly chemical products that have completed their use: paints and associated products; equipment repair and lubrication products, and parts cleaners; adhesives, epoxies and sealants; laboratory chemicals used for crude oil analysis; herbicides, pesticides and insecticides (used with the approval of the Authorized Officer); photographic chemicals; and batteries. Tank and pipe cleaning sludges are a non-product waste stream that contributes to this list. These wastes are only temporarily stored at a facility, in accordance with EPA regulations. During storage they are monitored, in accordance with EPA regulations, and they are transported off the facilities and disposed of at EPA permitted facilities. A listing of hazardous wastes stored at a TAPS facility for any one-year period can be found in the annual RCRA report submitted to EPA.

ATTACHMENT 1

A. Applicants for renewal of their undivided interests in existing authorizations for TAPS are the following corporations:

1. Amerada Hess Pipeline Corporation
One Allen Center
500 Dallas Street, Level 2
Houston, Texas 77002

Authorized Officer:
Donald C. Lutken, Jr.
President and Chief Executive Officer

Telephone: (713) 609-4000

2. BP Pipelines (Alaska) Inc.
900 E. Benson Blvd., MB 11-5
Anchorage, AK 99508

Authorized Officer:
Albert N. Bolea
President

Telephone: (907) 564-5757

3. ExxonMobil Pipeline Company
800 Bell Street
Houston, TX 77002

Authorized Officer:
Richard A. Rabinow
President

Telephone: (713) 656-5056

4. Phillips Transportation Alaska, Inc.
700 G Street
Anchorage, AK 99501

Authorized Officer:
Margaret A. Yaeger
President

Telephone: (907) 263-3710

5. Unocal Pipeline Company
14141 Southwest Freeway
Sugar Land, TX 77478

Authorized Officer:
Joseph M. Monroe
President

Telephone: (281) 287-7775

6. Williams Alaska Pipeline Company, L.L.C.
1 Williams Center 720A
Tulsa, OK 74172

Authorized Officer:
Michael N. Mears
Vice President

Telephone: (918) 573-3211

- B. The Applicants (i) own, in undivided interests, the entirety of the authorizations for which renewal is sought as are identified in the Federal Line Lists in Volume 2 at Tab 1D-1H and (ii) operate TAPS through Alyeska Pipeline Service Company ("Alyeska"). The operating agreement among the Owners and other information pertaining to Alyeska appears in file AA-5722 in the Bureau of Land Management's Alaska State Office.

ATTACHMENT 2

A. MAINLINE AND FUEL GAS LINE

SERIAL NUMBER	TYPE OF SYSTEM OR FACILITY	MAP SHEET NO.*
F-12505/AA-5847	Crude oil pipeline and other facilities	2/3/4/5/6/7/8/9/10/ 11/12/13/14/15/16/ 18/19/20/21/22/23/ 24/25
F-21770	Fuel gas pipeline and other facilities	2/3/4/5

* References in the MAP SHEET NO. column are to maps at Appendix C of the Environmental Report, Volume 3 of 3.

B. ACCESS ROADS

SERIAL NO.	ACCESS ROAD NO.	ALSO KNOWN AS	MAP SHEET NO.*
F 20780	118-APL-1	118-APL/AMS-1	5
F 21586	116-APL-1	116-APL/AMS-1	5
F 22386	116-APL-6		5
F 20776	115-APL-1		5
F 21585	115-APL-3	115-APL/AMS-3	5
F 20719	114-APL-1	114-APL/AMS-1	5/6
F 21656	114-APL-2B		5/6
FF 088221	Atigun Boat Ramp	114-APL/AMS-2C	5/6
F 21465	114-APL-3		5/6
F 21467	114A-APL-5	114-APL-5	5/6
F 20717	113-APL-1		6
FF 088197	113-APL/AMS-2	113-APL-2	6
F 20715	112-APL-1		6

ATTACHMENT 2

SERIAL NO.	ACCESS ROAD NO.	ALSO KNOWN AS	MAP SHEET NO.*
FF 088195	112-AMS-2	112-APL-2	6
F 21727	112-APL-3A		6
FF 088193	112-APL-4B		6
F 20714	111-APL-3	111-APL/AMS-3	6
F 21583	110-APL-1		6
F 21617	110-APL-1B		6
F 20713	110-APL-2		6
F 21653	109-APL-1A		6/7
F 21535	109-APL-3A		6
FF 088194	108-APL-1		7
FF 088223	108-APL-1A		7
FF 088485	108-APL-5		7
F 20707	108-APL-6		7
F 21640	108-APL-7	108-APL/AMS-7	7
	Remote Gate Valve ("RGV") 33 Access	JPO Letter No. 94-082-M	7
F 64648	108-APL-8		7
F 21623	107-APL-1A	107-APL/AMS-1A	7
F 64647	107-APL-2A		7
F 20699	107-APL-3		7
FF 088192	107-APL/AMS-4		7
F 21618	106-APL-1A	106-APL/AMS-1A	7
F 64646	106-APL-2B	106-APL/AMS-2B	7

ATTACHMENT 2

SERIAL NO.	ACCESS ROAD NO.	ALSO KNOWN AS	MAP SHEET NO.*
F 21652	105-APL-1A	105-APL/AMS-1A	7
F 20692	105-APL-2		7
F 20693	105-APL-3		7
F 20694	105-APL-4		7
FF 088220	104-APL-0		7/8
FF 088218	104-APL-1		7
F 21429	104-APL-1A		7
F 20688	104-APL-3		7
F 21638	103-APL-1A	103-APL/AMS-1A	8
FF 84277	103-APL-3		7/8
FF 088191	103-APL-3A		7/8
F 20683	103-APL-4		7/8
F 20675	102-APL-1		8
F 20676	102-APL-2		8
FF 088222	Pipeline Mile Post ("PLMP") 216.3	102-APL-2A	8
F 20677	102-APL-3	102-APL/AMS-3	8
FF 088190	102-APL-3A	102-AMS-3A	8
F 20678	102-APL-4		8
F 20679	102-APL-5		8
F 20671	101-APL-1		8
FF 088187	101-APL-1A		8
FF 088188	101-APL-1B	101-AMS-1B	8

ATTACHMENT 2

SERIAL NO.	ACCESS ROAD NO.	ALSO KNOWN AS	MAP SHEET NO.*
FF 088189	101-APL-2	101-APL/AMS-2	8
F 20673	101-APL-3		8
FF 87266	101-APL/AMS-4		8
F 20668	100-APL-2	100-APL/AMS-2	8
F 20669	100-APL-2A		8
F 20665	99-APL-3		8
F 20666	99-APL-4	99-APL/AMS-4	8
F 20656	97-APL-1	97-APL/AMS-1	9
F 20657	97-APL-3	97-APL/AMS-3	9
F 21763	97-APL-5		9
F 20653	96-APL-1	96-APL/AMS-1	9
F 20654	96-APL-2A		9
F 64645	96-APL-3		9
F 22978	95-APL-4A		9
F 20652	95-APL-5	95-APL/AMS-5	9
F 21553	94-APL-1A	94-APL/AMS-1A	9
F 21570	93-APL-1	93-APL/AMS-1	9
F 20645	93-APL-2	93-APL/AMS-2	9
F 21551	93-APL-4		9
F 21552	92-APL-0		9/10
F 20637	92-APL-1	92-APL/AMS-1	9
F 20638	92-APL-2	92-APL/AMS-2	9

ATTACHMENT 2

SERIAL NO.	ACCESS ROAD NO.	ALSO KNOWN AS	MAP SHEET NO.*
F 20640	92-APL-4		9
F 20642	92-APL-6	92-APL/AMS-6	9
F 20633	91-APL-1	91-APL/AMS-1	10
F 22365	91-APL-1B		10
F 21693	91-APL-3	91-APL/AMS-3	9/10
FF 088186	90-APL/AMS-1	90-APL-1	10
FF 81337	90-APL-2		10
F 21568	90-APL-4A	90-APL/AMS-4A	10
F 20625	89-APL-1	89-APL/AMS-1	10
F 20627	89-APL-3		10
F 20628	89-APL-4	89-APL/AMS-4	10
F 20773	89-APL-6		10
F 20623	88-APL-1	88-APL/AMS-1	10
F 21567	88-APL-2	88-APL/AMS-2	10
F 20622	87-APL-2		10
F 21582	87-APL-3B	87-APL/AMS-3B	10
F 21549	87-APL-4		10
F 20615	86-APL-1		10/11
F 20616	86-APL-2		10/11
F 20618	86-APL-3A	86-APL/AMS-3A	10
FF 088184	86-APL-4		10
FF 088185	86-APL-4A		10

ATTACHMENT 2

SERIAL NO.	ACCESS ROAD NO.	ALSO KNOWN AS	MAP SHEET NO.*
FF 088219	86-APL-4B		10
F 20621	86-APL-5	86-APL/AMS-5	10
F 20613	85-APL-1	85-APL/AMS-1	11
F 64644	85-APL-3		10/11
F 20610	84-APL-1		11
F 20611	84-APL-2		11
F 20608	83-APL-2	83-APL/AMS-2	11
F 20609	83-APL-3	83-APL/AMS-3	11
F 20606	82-APL-2	82-APL/AMS-2	11
F 21565	81-APL-1B		11
F 20604	81-APL-3	81-APL/AMS-3	11
F 20605	81-APL-4		11
F 20600	80-APL-2		12
F 21581	80-APL-2A		11/12
F 21546	80-APL-3A	80-APL/AMS-3A	11/12
F 20596	79-APL-1	79-APL/AMS-1	12
F 20597	79-APL-2	79-APL/AMS-2	12
F 20598	79-APL-3		12
F 20594	78-APL-1		12
F 64643	78-APL-1A		12
F 20595	78-APL-3	78-APL/AMS-3	12
F 20564	62-APL-1		15

ATTACHMENT 2

SERIAL NO.	ACCESS ROAD NO.	ALSO KNOWN AS	MAP SHEET NO.*
F 21650	57-APL-3		16
F 21740	56-APL-3		16
F 20557	45-APL-3		18
F 21591	45-APL-4		18
F 20553	44-APL-3		18
F 20554	44-APL-5		18
F 20542	40-APL-1	40-APL/AMS-1	19
F 20545	40-APL-4	40-APL/AMS-4	19
F 20535	39-APL-1	39-APL/AMS-1	19
F 20536	39-APL-2		19
F 21759	39-APL-4	39-APL/AMS-4	19
F 20541	39-APL-7		19
F 20534	38-APL-9		19
F 20532	38-APL-7		19
F 21756	38-APL-1A		19
F 20530	38-APL-5		19
AA 8857	37-APL-2		19
AA 37894	37-APL-3		19
F 20526	37-APL-4		19
AA 8855	37-APL-1		19
AA 8853	36-APL-1A		20
AA 9213	35-APL-6	35-APL/AMS-6	20

ATTACHMENT 2

SERIAL NO.	ACCESS ROAD NO.	ALSO KNOWN AS	MAP SHEET NO.*
AA 8854	36A-APL-1		19/20
AA 8851	31-APL-1		20/21
AA 8871	31-APL-3		20
AA 8870	30-APL-1		21
AA 9198	29-APL-1		21
AA 8848	28-APL-1	28-APL/AMS-1	21
AA 8849	28-APL-1C		21
AA 11185	27-APL/AMR-3	27 APL-3	21
AA 8866	26-APL-2	26-APL/AMS-2	21
AA 8867	26-APL/AMR-3	26-APL-3	21
AA 9189	23-APL-1A		22
AA 8863	22-APL-1		22
AA 8862	20-APL-1		21
AA 9166	19-APL-3		23
AA 8845	19-APL-1		23
AA 8843	17-APL-7		23
AA 8842	17-APL-5		23
AA 8840	17-APL-3		23
AA-8838	16-APL-1		23
AA-9462	14-APL-4		23/24
AA 8829	12-APL-1		24
AA 8827	11-APL-1		24

ATTACHMENT 2

SERIAL NO.	ACCESS ROAD NO.	ALSO KNOWN AS	MAP SHEET NO.*
AA 37895	10-APL-0		24
AA 8825	10-APL-3		24
AA 8820	9-APL-2		24
AA 9602	9-APL-3A		24
AA 075690	9-APL-3B	9-AMS-3B	24
AA 8822	9-APL-4	9-APL/AMS-4	24
AA 9589	8-APL-1		24
AA 8817	8-APL-2		24
AA 77244	6-APL-5		25

* References in the MAP SHEET NO. column are to maps at Appendix C of the Environmental Report, Volume 3 of 3.

C. MISCELLANEOUS RIGHTS

SERIAL NUMBER	TYPE OF SYSTEM OR FACILITY	MAP SHEET NO.*
F-84966	Power and communication line and other facilities	9/10 Also see plat(s) at Tab 1H of Volume 2 of 3
AA-31239	Communication site and access road	21 Also see plat(s) at Tab 1H of Volume 2 of 3

* Except as otherwise noted, references in the MAP SHEET NO. column are to maps at Appendix C of the Environmental Report, Volume 3 of 3.


D. CONTAINMENT SITES

Rights to containment sites established under the June 14, 1991 Memorandum of Understanding between the Bureau of Land Management and Alyeska Pipeline Service Company, as agent for the TAPS Owners. Maps reflecting the location of the subject containment sites are a part of the Trans-Alaska Pipeline System Pipeline Oil Discharge Prevention and Contingency Plan, approved on November 30, 1998 and last revised on November 17, 2000, on file in the Bureau of Land Management's Alaska State Office.

ATTACHMENT 3

This MASTER APPLICATION is executed in multiple counterparts, with each counterpart being an original, and all counterparts together constituting the Master Application.

I HEREBY CERTIFY, That I am of legal age and authorized to do business in the State and I have personally examined the information contained in the application and believe that the information submitted is correct to the best of my knowledge.



Amerada Hess Pipeline Corporation *ACS*

Date: APR 30 2001

BP Pipelines (Alaska) Inc.

Date: _____

ExxonMobil Pipeline Company

Date: _____

Phillips Transportation Alaska, Inc.

Date: _____

Unocal Pipeline Company

Date: _____

Williams Alaska Pipeline Company, L.L.C.

Date: _____

Title 18, U.S.C. Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States, any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

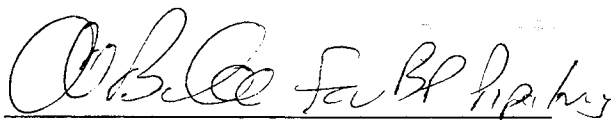
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Amerada Hess Pipeline Corporation

Date: _____



BP Pipelines (Alaska) Inc.

Date: APR 30 2001

ExxonMobil Pipeline Company

Date: _____

Phillips Transportation Alaska, Inc.

Date: _____

Unocal Pipeline Company

Date: _____

Williams Alaska Pipeline Company, L.L.C.

Date: _____

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Amerada Hess Pipeline Corporation

Date: _____

BP Pipelines (Alaska) Inc.

Date: _____



ExxonMobil Pipeline Company

Date: APR 30 2001

Phillips Transportation Alaska, Inc.

Date: _____

Unocal Pipeline Company

Date: _____

Williams Alaska Pipeline Company, L.L.C.

Date: _____

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Amerada Hess Pipeline Corporation

Date: _____

BP Pipelines (Alaska) Inc.

Date: _____

ExxonMobil Pipeline Company

Date: _____

Margaret A. Yager
Phillips Transportation Alaska, Inc.

Date: APR 30 2001

Unocal Pipeline Company

Date: _____

Williams Alaska Pipeline Company, L.L.C.

Date: _____

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Amerada Hess Pipeline Corporation

Date: _____

BP Pipelines (Alaska) Inc.

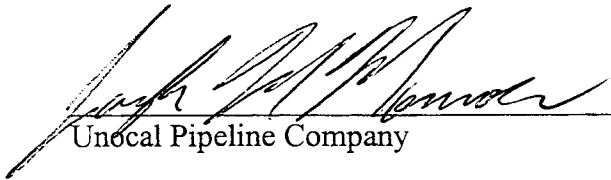
Date: _____

ExxonMobil Pipeline Company

Date: _____

Phillips Transportation Alaska, Inc.

Date: _____


Unocal Pipeline Company

APR 30 2001

Date: _____

Williams Alaska Pipeline Company, L.L.C.

Date: _____

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Amerada Hess Pipeline Corporation

Date: _____

BP Pipelines (Alaska) Inc.

Date: _____

ExxonMobil Pipeline Company

Date: _____

Phillips Transportation Alaska, Inc.

Date: _____

Unocal Pipeline Company

Date: _____

Michael Means
Williams Alaska Pipeline Company, L.L.C.

Date: **APR 30 2001**

Title 18, U.S.C. Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States, any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

REVISIONS

**APPLICATION
OF
BP PIPELINES (ALASKA) INC.
FOR RENEWAL OF THE TRANS-ALASKA
PIPELINE SYSTEM ON STATE LANDS
STATE VOLUME 1-BP OF 3
REVISION LOG**

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